

1898-045 Chancery Causes: John M. Tate vs. Ira P. Robinett
Lee Co.

Seymour, Lawson, Moore, Lewis, Waller, Willis, Johnson,
Robinson, Hopkins, Maness

CA-Debt
T-Property

-Deed

To the Hon. W. T. Miller Judge
of the Circuit Court of Lee County
Virginia.

Your orator John M. Tate
who humbly Complaining would
respectfully represent that here-
tofore, on the 27th day of Feb. 1891
your orator sold to Dr P. Robinett two
parcels of land situated in this Coun-
ty and properly described in the writ-
ten Contract of purchase signed by
the said Robinett on that day and is
herewith filed as part hereof -
Marked Contract.

By an inspection of which it
will be seen, that the piece known
as the Bledsoe land the sale was by
the piece and was for the sum of
three hundred dollars, to be paid
in one two and three years from
said date, without interest and was
to be paid in good merchantable
property at a fair value, due &
payable the first day of January
of each year. The other piece a part
of the Martin land, and was to be
paid for by the acre at five dollars
pr acre, and interest from date and
the manner of survey was set out -
and after survey was made said
Robinett was to execute notes for
the same as per agreement, yet
although said survey has long since
been made the said Robinett has

never executed said notes, and the
 survey showed that there was of
 said land so purchased by the acre
 the quantity of 87⁹/₈ & 20 amounting to
 the sum of \$435.62¹/₂ which added to
 the Bledsoe purchase made \$735.62¹/₂
 and on this land after this Contract
 your orator paid for said Robinett
 for Taxes for the 24 years \$3.54. At the
 same time there was to be paid for
 a certain improvement the further
 sum of \$20⁰⁰ and to pay this the
 said Robinett assigned to your orator
 a judgement against one Wm Wells
 but nothing was ever paid on this
 judgement, nor could it have been
 made by law so that this sum
 should be added to said purchase
 money

On these sums thus due your orator
 there has been paid the following
 sums. viz:

Paid on the Bledsoe land	1892.	\$100.00
" " " " "	1893.	100.00
" " " " "	1894.	100.00
" " " Martin	" "	457.00
" " " " "	" " Corn.	17.50
" " " " "	1891, by a	
payment made on the Mannes note		100.00
which credits amount to		\$462.50
leaving still due & unpaid		296.62 ¹ / ₂

No part of which has ever been
 paid but is still due & owing to your
 orator.

At the time of said sale your orator did not convey said land by deed nor has not since done so, till now he files a deed for the same, as an escrow to be delivered when said purchase money shall be fully paid.

Under these circumstances your orator is advised that by law he has a lien upon said land for the balance of purchase money due him.

To enforce this vendors lien and compel payment of the sums due him as above set out, and to have said land or so much thereof sold as will pay the same is the object of this Bill.

He prays therefore that said Ira P. Robinson be made a party defendant hereto, and answer the same but he need not do so upon oath that being waived. And on a hearing said lien be enforced and so much of said land sold as will pay and discharge the same. That said escrow deed be held by the Hon. Court until full payment is made & then delivered to said Robinson. And for all other further & general relief. May Surplus issue &c. &c.

Frederick Sewell
for Plff.

John M. Tate-
v. Bill Chy.

Jo P. Robinett.

Pleffs Costs to Nov 5 1898

Clerk	6.74
Tax	1.50
Shff	1.50
Atty	15.00
Cour	56.25
Wits	6.68
Estimated	5.00
	<u>\$92.67</u>

Defts Costs

Clerk	6.85
Wits	5.42
	<u>\$12.27</u>

1897 2nd Feby rules Spa 2d
& D. N.
" 1st March rules taken the
last Monday in Feby
D. N. Confd & Cause set
for hearing.

Subscribed

May 20 1897.

To the Honorable W.T. Miller, Judge of the Circuit Court of
Lee County Virginia

The demurrer and answer of Ira P. Robinett to a bill exhibited against him in this Honorable Court by John M. Tate.

Respondent says said bill is not sufficient in law to call upon him to answer in this honorable Court, and he demurs to the same and prays judgement of his said demurrer &c.

And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him, answering he says, that it is true that on the 27th day of February 1891, he contracted with the said Complainant for two pieces or parcels of land, the first of which is what was and is known as the Joseph Bledsoe tract of land, represented by the complainant as containing 75 acres, at the time of this contract the said complainant represented that he was the owner of said entire tract of land and showed to respondent deeds *and complainant then sold respondent all of said tract* from all the heirs of the said Bledsoe, as he claimed, and respondent agreed to take from him such title as he had under his deeds from said heirs and to pay him therefor the sum of \$300 in good merchantable property at a fair ~~and~~ price, on this land respondent has made to said Tate the following payments To Wit, December 1891, one black horse at the price of \$100.00 June 1893, fifty bushels of corn \$25.00, February 1893 one yoke of cattle at \$65.00, March 1894, one sorrel mare at \$110. which pays in full for said tract of land, but since making these payments respondent has learned that the said Tate was not at the time he made said sale to your respondent and is not now the owner of the share of one of the children and heirs of the said Bledsoe, that said child is still an infant and owns its interest in said tract of land, which interest is as respondent is informed either a fifth or a sixth of said land, And to the extent of said child's part in said land respondent is advised he is entitled to an abatement of the purchase price of said land, or rather, as he has paid it, to have

as more fully appears from a bill back 74-2 which is responded to

must be given more than 1/2

it refunded to him, or credited on the purchase price of the other tract purchased at the same time.

At the same time, as above stated, Respondent purchased from the said Tate a part of the Martin tract of land, the part thus purchase was to be at the election of respondent, but was not to be less than 25 acres nor more than 60 acres, all of which more fully and at large appears from the title bond of said complainant which is here filed as part hereof marked "X"

On this land respondent has made the following payments ~~XXXX~~
To wit, One note on F.A. Maness for \$200.00 due August 17th 1889, one note on Ison Lawson for \$50.00, due March 10th 1887 May 1 1891, paid L^often Maness's estate for said Tate and at his request, \$32.50, July 3rd 1891, paid C.A. Gibson on order \$25.00 Aug. 1st 1892, bill of paints \$38.37, 1892 corn \$6.75, Sept. 1892 one yoke of cattle \$100.00, June 1892, wheat \$4.00, June 1893 corn \$4.50, goods \$8.08, August 1893 paid W.S. Rhodes, account \$5.10, out of the ~~a~~ payments the said Tate was to retain \$123. for a note he held against respondent, but he has never surrendered said note and respondent does not know what he proposes to do with it, or whether he still has it. It will thus be seen that respondent has over paid the said complainant for the maximum amount of land sold him out of the Martin tract, and in fact has over paid him on the boundary claimed to be sold to him, to wit 87 acres and 20 poles, to this survey however respondent has never assented, has never taken the west end of it into possession~~d~~ and has time and again notified the said Tate that he would only take so much of said land as he had padd for and no more, this he is still ready to do, but in this connection respondent desires to state that he has at all time been ready and willing to settle with said complainant, and has more than once tried to settle with him, but he has never been able to get a settlement with him, and thus failing to get a settlement, and desiring to keep out of law, respondent finally on the 16th dg of October 1896 got an agreement to submit the

whole matter in dispute between them to the arbitrament and award of H.S.K. Morrison and J.B. Richmond and their umpire, all of which more fully and at large appears by the written terms of submission, here filed as part hereof marked "Y". Since that time and up to the present, this respondent has at all times been willing to have said matters arbitrated and settled by the persons thus selected, but the Complainant never got ready though respondent all the time supposed he would get ready at a time convenient to him, and had no intimation of the contrary until the writ was served on him in this case. Respondent will now further show your honor, that as above stated he has never taken possession of the west end of the land described in the deed filed by complainant as an escrow with his bill, but upon the other hand the said Complainant has all the time been using and controlling it, he has cut large amounts of very valuable rail timber from it, has removed the same and put it into a fence for his own purposes. In reference to said survey respondent knows nothing of it, as described in said deed, but it certainly contained more land than he contracted for or agreed to take, and more than he is now willing to take, unless as before stated it is already paid for, in this latter event while respondent did not buy all that is embraced in said survey, yet he is willing to take to the extent paid for if it will be any accommodation to the Complainant.

In reference to the judgement assigned on Wells, respondent told the said Tate that if he wanted said judgement he could have it and welcome, that he knew Wells, and knew he was no good respondent never did assign it to him, but has at all times been ready and willing to do so on his calling for it, but he most positively denies that said judgement represents any indebtedness upon his part to said complainant, said Tate has never called for the Wells judgement, but he can get it whenever he wants it. Respondent now having answered said bill as fully as he is advised it is material for him to answer it

and here expressly denying every allegation in the bill not herein before admitted, denied, or explained, he prays to be hence, dismissed with his reasonable costs.

Ira P. Robinett by counsel

C. T. Duneau

Attorney for Defendant

Ira P. Robinett

ado 3/4 Aug. 7 21. X 7 4.

J. M. Tate

Filed in open Court and
by leave thereof March
the 2nd 1897

A. B. Munsey Clerk

I know all men by these presents
that I Jno. M. Tate of the county of Lee
and State of Va are held and firmly
bound unto Ira P. Robinson of the county
of Scott and State of Va. in the ~~sum~~ sum
of One thousand dollars lawful money of
the State of Va which payment I bind
myself Truly to make.

The above bond is on condition, that
whereas the said Jno. M. Tate has this day
bargained and sold and by these presents
do sell all of a certain tract or parcels of
land situate in Lee county and state of Va
on the south side of Newmans ridge and
known as the Joseph Bledsoe lands said
to contain about 75 acres more or less and
from 25 to 60 acres off the Martin land
which adjoins the said Bledsoe lands on the
N. E. and is Generally bounded as follows
to wit on the E. & N. E. by W^m Johnson & Jno. M. Tate
on the South and S. W. by A. Moore & Lee Samson
on the West by A. Johnson on the North by
Joseph Wallis to be surveyed in the near
future. Now if the said party of the first
part shall well and truly make our cove-
nt to be made such title as is vested in him
by deed from the heirs of Joseph Bledsoe Decd.
and a warrant title to all of the Martin

Infant-Heir of Joseph Bledsoe
that- Tate never told me anything about-

Jno M. Tate
^{against}
Ira P. Robinett

This cause came on again this day to be heard upon the papers formerly read and the report of sale made by D. C. Sewell, special Commissioner & filed Oct. 27th 1898 to which there are no exceptions & was argued by counsel.

On consideration whereof said report & sale therein to Ira P. Robinett is approved & confirmed. Said Court will pay the cost to those entitled to same as taxed by the Clerk. Said Court will collect the purchase money as it falls due & pay the same to Jno M. Tate ~~unless~~ said Tate desires to withdraw said purchase notes. In which case he is allowed, if he desires, to withdraw the said notes & collect them. Said Court will report his action to a future term of this court & this cause is continued.

Jos M. Felt

vs } Deane Corp

Jos P. Robinson

Eu. Corp. 6p. 184
+ 185-

Entered this

M. Felt

Nov 12 1898.

John M. Tate
against } In Chy.
Ira P. Robnett }

This cause came on this day to be again heard upon the papers formerly read, the report of J. A. Hyatt, Commr, filed June 2^d 1898 statements ~~of~~ & depositions of witnesses filed thereunto and exceptions thereto was argued by counsel.

On consideration whereof, the Court being of opinion, that said report is incorrect in two particulars, viz, that instead of said land being calculated by surface measure it should have been by horizontal measurement & that the Stallo judgment of \$20⁰⁰ should not have been charged to said Robnett, the same is in these particulars corrected & approved & confirmed. It is therefore adjudged, ordered & decreed that said John M. Tate recover against said Ira P. Robnett the sum of \$220⁷⁶ with interest on \$174⁵² part thereof from Jan'y 1st 1898 till paid and the cost of this suit, and that these sums constitute a lien on the land known in the Bill as the Martin land. ~~And~~ unless the above recoveries be paid within 30 days from this date, then D.C. Seaver

+ It is further adjudged, ordered & decreed that

who is appointed a commissioner for the purpose, will, at the front door of the Court ^{house} on some court day at public outcry to the highest bidder, sell said land, or so much thereof as may be necessary to pay above expenses & commissions of sale, on a credit of 1 & 2 years time except ~~cost~~ sum sufficient to pay cost of suit & Commissions of sale which he will require to be paid down & for the deferred payments shall require of the purchaser ^{to execute} bonds with good personal security bearing interest from day of sale. Said Commissioner will advertise said land for at least 30 days prior to the day of sale, by posting ~~and~~ 2 or more printed or written notices in two or more public places in the county, one of which shall be on the front door of the court house & one in the neighborhood of where the land lies. He will before proceeding to act hereunder execute bond ^{with good personal security} before the clerk of this court in the penalty of \$500⁰⁰ conditioned to ~~obey~~ perform his duty hereunder & report his action to a future term of this court & this cause is Continued.

John M. Tate

rs } Deane for
Aule -

Isa P. Robinett

June 7. 1898.

Eu. C. B. 6p. 162
+ 163.

Enter this

M. J. M.
June 16 1898

John. M Tate

vs.

In Chancery

Ira. P Robinett.

This cause came on to be heard upon the bill of the plaintiff and exhibits filed there with The answer of the defendant and exhibits filed there with , and was argued by counsel.

On consideration whereof and for reasons appearing to the court it is adjudged ordered and decreed that *J. A. R. Hyatt* who is hereby appointed a special commissioner do ascertain and report how much land the defendant purchased from the plaintiff and the price thereof ; how much the defendant has paid thereon, and when . He will report any matters deemed pertinent by himself or required by either party. He will reduce the evidence taken by him to writing and file the same with his report. He will report his action to this court at its next term . And the cause is continued.

John M. Tate
vs } Decree for
acct

Isa P. Robinett

March 7. 1897.

Eu. C. D. B. p. 513.

Enter this
March 3

W. L. M.

John M. Tate)
)
vs.) In Chancery.
)
Ira P. Robinett.)

At the law office of C.T.Duncan in the town of Jonesville on the 23rd day of May 1898. The deposition of Thomas Seymour taken in the above styled cause pursuant to the notice hereto attached, which when taken is to read in evidence in behalf of the plaintiff.

Present plaintiff, and C. T. Duncan attorney for the defendant.

Said witness Thomas Seymour deposes as follows as

Question first by plaintiff; Was you working at my house in January of the year of 1891?

Ans. 1. Yes Sir, I was.

Ques. 2. Did Mr. Ira P. Robinett about that time purchase cattle of me, if so how many and what grade of cattle?

Ans. 2. He got 21 in one bunch and 14 in the second bunch. The first bunch was yearlings all except on which was a two year old bull; the second bunch was two year olds.

Ques. 3. What time of the year was it when he purchased the cattle?

Ans. 3. I think it was in the latter part of the winter.

Cross Examined.

Ques. 1. Were both these lots of cattle purchased at the same time, if not how long between times?

Ans. 1. They were not purchased at the same time but I can't tell exactly how long it was between one purchase and the other, I don't think it was long however. The lot containing 21 head was purchased first.

Ques. 2. Were you working for Mr. Tate all the time along about the time these cattle purchases were made?

Ans. 2. I was working there as a steady hand by the month.

Ques. 3. Do you think it was as much as a month or more between one of said purchases and the other?

Ans. 3. I think it was about a month as well as I can recollect.

Ques. 4. Were you working for Mr. Tate at the time he and Ira P. Robinett made the land trade?

Ans. 4. I think I was

Ques. 5. Which was made first the land trade or the cattle trade?

Ans. 5. The cattle trade.

And further this witness saith not.
with claim
\$6 (1 day)
Thomas ^{his} + S. J. Moore
mark

J. M. Tate
vs 3 Depts of
3 Thos. Seymore
Jas P. Robinson
May 23^d 1898.

Mr. Ira A. Robins. — You will please take notice that on Monday the 23rd day of May 1898 in the Town of Jonesville Lee County Va and in the office of J. A. G. Hyatt or one of his choosing and before said Hyatt, as Commissioner, I will proceed to take the deposition of Thos. Seymour & others to be read as evidence in my behalf in a suit now pending in the circuit court of Lee County Va in which I am Plff. and you are the Dft. and if from any cause the taking of said depositions should not be commenced or if commenced and not completed I will adjourn the same from day to day and from time to time until completed

Very Respectfully
John M. Tate

May the 18th 1898.

State of Va. 3
Scott County 3

I F. H. Bloomer an acting Justice of
the Peace in and for said County do certify
that Joseph W. Fugate personally came before
me in my county and made oath that
he delivered a true copy of the within
notice to Ira P. Robinson on the 18th day
of May 1898

Given under my official signature
May the 18 1898

F. H. Bloomer J.P.

J. M. Soli

vs.

In. Chancery.

I P. Robinson

Notice Deposition.

Mr. John M. Tate:

You will please take notice, that on Tuesday, the 17th day of May, 1898, at the office of A. E. Bourn, Esq. in the town of Sanger, state of Texas, I will proceed to take the deposition of Isham Lawson, to be read as evidence in my behalf in a certain chancery cause now ~~pen~~ pending in the Circuit Court of Lee County, Virginia, in which said cause you are plaintiff and I am defendant. Said deposition is also intended to be used as evidence in my behalf before John A. G. Hyatt, special commissioner, who has been heretofore directed to take an account in said cause. You can attend and cross examine if you so desire.

May 6th 1898.

Respectfully yours &c.

C. S. Duncan
Atty

Ira P. Robinson
by counsel

Ira P. Roberts

ad. ~~3~~ ~~4~~ ~~5~~ ~~6~~ ~~7~~ ~~8~~ ~~9~~ ~~10~~ ~~11~~ ~~12~~ ~~13~~ ~~14~~ ~~15~~ ~~16~~ ~~17~~ ~~18~~ ~~19~~ ~~20~~ ~~21~~ ~~22~~ ~~23~~ ~~24~~ ~~25~~ ~~26~~ ~~27~~ ~~28~~ ~~29~~ ~~30~~ ~~31~~ ~~32~~ ~~33~~ ~~34~~ ~~35~~ ~~36~~ ~~37~~ ~~38~~ ~~39~~ ~~40~~ ~~41~~ ~~42~~ ~~43~~ ~~44~~ ~~45~~ ~~46~~ ~~47~~ ~~48~~ ~~49~~ ~~50~~ ~~51~~ ~~52~~ ~~53~~ ~~54~~ ~~55~~ ~~56~~ ~~57~~ ~~58~~ ~~59~~ ~~60~~ ~~61~~ ~~62~~ ~~63~~ ~~64~~ ~~65~~ ~~66~~ ~~67~~ ~~68~~ ~~69~~ ~~70~~ ~~71~~ ~~72~~ ~~73~~ ~~74~~ ~~75~~ ~~76~~ ~~77~~ ~~78~~ ~~79~~ ~~80~~ ~~81~~ ~~82~~ ~~83~~ ~~84~~ ~~85~~ ~~86~~ ~~87~~ ~~88~~ ~~89~~ ~~90~~ ~~91~~ ~~92~~ ~~93~~ ~~94~~ ~~95~~ ~~96~~ ~~97~~ ~~98~~ ~~99~~ ~~100~~ ~~101~~ ~~102~~ ~~103~~ ~~104~~ ~~105~~ ~~106~~ ~~107~~ ~~108~~ ~~109~~ ~~110~~ ~~111~~ ~~112~~ ~~113~~ ~~114~~ ~~115~~ ~~116~~ ~~117~~ ~~118~~ ~~119~~ ~~120~~ ~~121~~ ~~122~~ ~~123~~ ~~124~~ ~~125~~ ~~126~~ ~~127~~ ~~128~~ ~~129~~ ~~130~~ ~~131~~ ~~132~~ ~~133~~ ~~134~~ ~~135~~ ~~136~~ ~~137~~ ~~138~~ ~~139~~ ~~140~~ ~~141~~ ~~142~~ ~~143~~ ~~144~~ ~~145~~ ~~146~~ ~~147~~ ~~148~~ ~~149~~ ~~150~~ ~~151~~ ~~152~~ ~~153~~ ~~154~~ ~~155~~ ~~156~~ ~~157~~ ~~158~~ ~~159~~ ~~160~~ ~~161~~ ~~162~~ ~~163~~ ~~164~~ ~~165~~ ~~166~~ ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171~~ ~~172~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181~~ ~~182~~ ~~183~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~ ~~188~~ ~~189~~ ~~190~~ ~~191~~ ~~192~~ ~~193~~ ~~194~~ ~~195~~ ~~196~~ ~~197~~ ~~198~~ ~~199~~ ~~200~~ ~~201~~ ~~202~~ ~~203~~ ~~204~~ ~~205~~ ~~206~~ ~~207~~ ~~208~~ ~~209~~ ~~210~~ ~~211~~ ~~212~~ ~~213~~ ~~214~~ ~~215~~ ~~216~~ ~~217~~ ~~218~~ ~~219~~ ~~220~~ ~~221~~ ~~222~~ ~~223~~ ~~224~~ ~~225~~ ~~226~~ ~~227~~ ~~228~~ ~~229~~ ~~230~~ ~~231~~ ~~232~~ ~~233~~ ~~234~~ ~~235~~ ~~236~~ ~~237~~ ~~238~~ ~~239~~ ~~240~~ ~~241~~ ~~242~~ ~~243~~ ~~244~~ ~~245~~ ~~246~~ ~~247~~ ~~248~~ ~~249~~ ~~250~~ ~~251~~ ~~252~~ ~~253~~ ~~254~~ ~~255~~ ~~256~~ ~~257~~ ~~258~~ ~~259~~ ~~260~~ ~~261~~ ~~262~~ ~~263~~ ~~264~~ ~~265~~ ~~266~~ ~~267~~ ~~268~~ ~~269~~ ~~270~~ ~~271~~ ~~272~~ ~~273~~ ~~274~~ ~~275~~ ~~276~~ ~~277~~ ~~278~~ ~~279~~ ~~280~~ ~~281~~ ~~282~~ ~~283~~ ~~284~~ ~~285~~ ~~286~~ ~~287~~ ~~288~~ ~~289~~ ~~290~~ ~~291~~ ~~292~~ ~~293~~ ~~294~~ ~~295~~ ~~296~~ ~~297~~ ~~298~~ ~~299~~ ~~300~~ ~~301~~ ~~302~~ ~~303~~ ~~304~~ ~~305~~ ~~306~~ ~~307~~ ~~308~~ ~~309~~ ~~310~~ ~~311~~ ~~312~~ ~~313~~ ~~314~~ ~~315~~ ~~316~~ ~~317~~ ~~318~~ ~~319~~ ~~320~~ ~~321~~ ~~322~~ ~~323~~ ~~324~~ ~~325~~ ~~326~~ ~~327~~ ~~328~~ ~~329~~ ~~330~~ ~~331~~ ~~332~~ ~~333~~ ~~334~~ ~~335~~ ~~336~~ ~~337~~ ~~338~~ ~~339~~ ~~340~~ ~~341~~ ~~342~~ ~~343~~ ~~344~~ ~~345~~ ~~346~~ ~~347~~ ~~348~~ ~~349~~ ~~350~~ ~~351~~ ~~352~~ ~~353~~ ~~354~~ ~~355~~ ~~356~~ ~~357~~ ~~358~~ ~~359~~ ~~360~~ ~~361~~ ~~362~~ ~~363~~ ~~364~~ ~~365~~ ~~366~~ ~~367~~ ~~368~~ ~~369~~ ~~370~~ ~~371~~ ~~372~~ ~~373~~ ~~374~~ ~~375~~ ~~376~~ ~~377~~ ~~378~~ ~~379~~ ~~380~~ ~~381~~ ~~382~~ ~~383~~ ~~384~~ ~~385~~ ~~386~~ ~~387~~ ~~388~~ ~~389~~ ~~390~~ ~~391~~ ~~392~~ ~~393~~ ~~394~~ ~~395~~ ~~396~~ ~~397~~ ~~398~~ ~~399~~ ~~400~~ ~~401~~ ~~402~~ ~~403~~ ~~404~~ ~~405~~ ~~406~~ ~~407~~ ~~408~~ ~~409~~ ~~410~~ ~~411~~ ~~412~~ ~~413~~ ~~414~~ ~~415~~ ~~416~~ ~~417~~ ~~418~~ ~~419~~ ~~420~~ ~~421~~ ~~422~~ ~~423~~ ~~424~~ ~~425~~ ~~426~~ ~~427~~ ~~428~~ ~~429~~ ~~430~~ ~~431~~ ~~432~~ ~~433~~ ~~434~~ ~~435~~ ~~436~~ ~~437~~ ~~438~~ ~~439~~ ~~440~~ ~~441~~ ~~442~~ ~~443~~ ~~444~~ ~~445~~ ~~446~~ ~~447~~ ~~448~~ ~~449~~ ~~450~~ ~~451~~ ~~452~~ ~~453~~ ~~454~~ ~~455~~ ~~456~~ ~~457~~ ~~458~~ ~~459~~ ~~460~~ ~~461~~ ~~462~~ ~~463~~ ~~464~~ ~~465~~ ~~466~~ ~~467~~ ~~468~~

Johi M. Tate

Presented on this the
7th day of May
1698 by delivering
a true copy of the
within Notice to
John M. Tate

Enron Bledsoe

Deft

for W P Weston

55C

The deposition of Isham Lawson, taken on the 17th day of May, 1898 at the office of A.E. Bourn, Esq., in the town of Sanger, state of Texas, pursuant to notice hereto attached, which deposition is intended to be read as evidence in a certain chancery cause now pending in the Circuit court of Lee County Virginia, in which John M. Tate is plaintiff and Ira P. Robinett defendant

Isham Lawson a witness of lawful age being first duly sworn deposes and says:

Ques. 1. Are you acquainted with John M. Tate and Ira P. Robinett the plaintiff and defendant in the above named chancery cause, if so how long have you known them?

Ans. I am, Have known them both for 20 years and over.

Ques. 2. Did you execute a note to Ira P. Robinett some time about the beginning of the year of 1890, for the sum of \$50.00, if so did you afterwards pay said note and to whom did you pay it, and state the time when you paid it?

Ans. To the best of my knowledge, I did - I did pay said note. I paid said note to John M. Tate. I paid said note about the time it was due: some time in A.D. 1891
signed Isham Lawson

I, A.E. Bourn, a Justice of the Peace in and for the County of DeWitt
in the state of Texas, do certify that the foregoing deposition of ~~S~~
Isham Lawson, was taken, sworn to and subscribed before me at the time
and place and for the purpose mentioned in the caption. Given under my
hand and official seal, this the 17th day of May, 1898.

A.E. Bourn J.P. &
Ex officio Notary Public
DeWitt Co. Tex.

Examination By Plaintiff Mr. A. E. Bourne Esq.

I Exhibit to you a certified copy of an account or memorandum of the Plaintiff files in this suit against me Feb. the 7th 1891.

Bought of J. M. Tate 27 head cattle for \$203.00
1 Bull
20.00
223.00

Paid J. M. Tate one hundred \$100.00
give note for 123.00

Feb. 27th 1891.

Let Tate have one note on F. A. Maness for \$200.00
one 17th day Aug. 1889. one note on John Lawson for
\$30 - due March 18th 1887. which he is to collect and let
all go in our land matter but the \$123.00 note.

A Copy

Test J. A. S. Hyatt Court.

Question (11)

Do you know of, or any of these items? please state
whether or not, you ever gave such a note to Geo. P.
Robinet as of Date of March 18th 1887.

Ans. Yes I know of John M. Tate having the note on
F. A. Maness for \$200.00. And one note on myself for
\$30.00. Tate got from Geo. P. Robinet.
To the best of my knowledge, I never gave to
Geo. P. Robinet my note, or of Date, March 18th 1887

Signed John Lawson

John P. Robinette
ad³ 3⁴ Sep^o.

John M. Tate

Isaac Lawson

Received by me in
good condition thro
mail from J. P. before
when taken, filed
May 23rd 1898.

J. A. Hyatt
Cory

Commissioners Office
May 20th 1897

(1)
John M. Tate
vs
Ira P. Robinett

Plff 3
3 Duchey
Defth 3

The deposition of Jno. M. Tate & others taken on this 20th day of May 1897, at the time of taking an account in the above styled Cause present, Plff and Defendant and their attorneys

John M. Tate a lawful witness being first introduced for Plaintiff deposes and says-

Ques 1.- I show you a paper purporting to be signed by Mr. I. P. Robinett dated Feb. 27th, 1891, filed with your Bill - Please examine the same and the Credits thereon; and state whether or not that is the contract between you & him; If you answer Yes, state if all just & proper credits have been given & are endorsed thereon - State all you may know about this paper & its Credits -

Ans. The paper handed me is the Contract between him and me; all the credits as endorsed are correct, except the credit of \$100.00

(2)

for a saddle mare I agreed to give Jimmie Robinson son of Ira J. Robinson \$100.00 for this mare ~~provided she proved to be a good work mare,~~ as he represented that she was a good work animal but she proved not to be a good work animal and I would not have given the \$100.00 for her if I had known she would not work, I would not have given over \$75.00 for her had I known her not to have been a good work mare.

We should have some other credits as follows - viz, a credit of \$100.00 apart of a \$200.00 ^{note} on H. A. Mann & others as of Feb'y 27th 1891 and this is credited on the said contract, these are all the credits on this land matter, on a final settlement of all matters between us, he may be entitled to some other amounts.

2. ~~If there has ever been a survey~~

(3)

So much of the foregoing answer as seeks to change or reduce the price of the coral man is objected to as evidence, because no such question is raised by the pleadings in said case. The man was purchased in 1894. Credited at that time at \$100.00. and the credit is reiterated, at \$100.00 in the bill, and any testimony which now seeks to change the same is immaterial and irrelevant.

C. T. Duncan. for Deft

2 If there, has ever been any survey of the lands mentioned in the bill State who made, the survey, and, how many acres there were in the Martin tract, and if you have any paper relating to said survey, please file it and state whose hand write it is in?

Ans There was a survey made of the Martin land, it was made by Ira P. Robinett the defendant, I herewith file the field notes of said survey in the hand writing of said Ira P. Robinett and from my own calculation I ascertain the area to be 87^a 20^p as

(4)

endorsed on the paper first
spoken of above - I am a
practical Surveyor and made
the calculation from said field
notes which are here filed by
me as part of this my deposition
marked "Dave & Landon", and
I refer to all the writing on
that page above those words
"Dave & Landon"

- 3 Please state whether or not, Geo.
Robinet took possession of this
land, or not and whether or not
he still has it - And whether or
not you have ever exercised
any act of ownership over
them since said survey & sale?

Ans He did take possession of said
land and ~~he and his~~ ^{he and his} sons &
^{a colored boy} have occupied it ever since
and I have never in any
way exercised any ownership
or control of said land since
said survey and sale, he also
marked the corners of said
land, and they so stand yet,
I paid taxes on ^{the land sold him} said land for
2 years on said land because

(5)
it had not been transferred but
it is now transferred to said
Robinet, the tax I paid may
have been on the Blodsoe land
because the Survey of the
Martin land was not made
for about 2 years after our
trade.

4 I notice you file a deed
as an escrow, with your
Bill - Please state whether
or not it, the deed, is made
in pursuance of said
survey made by Robi-
nett, and does it, as you
calculate contain 87² A. S. 20
poles of the Martin's land.

Ans - It is made according to said
Survey made by said Robinett
and does contain 87² + 20 poles
according to my calculation
and is known as the Martin
land.

5 I notice in your Bill that Rob-
nett in addition to the price of said
land was to pay for a certain, im-
provement thereon - that he assigned
you a judgement &c in some wells - Please
explain this matter?

(6)

The foregoing question and any answer thereto relative to paying for an improvement on said lands sold, or the assignment of William Wells judgment to pay for said improvement be cause contrary to the written agreement, filed by the Witness as a part of his deposition. The writing explains the whole transaction, and any evidence to vary the same is inadmissible

C. T. Nimsom, for
Defendant.

Ans. I can explain that in a very few words. I was to have five dollars per acre for said land and pay for a certain improvement. Mr. Robinett agreed to assign me a judgment which he said he held against Mr. Wells now deceased, for \$20.00 I agreed to take it but Mr. Robinett has never given or assigned me any such judgment.

There is an other credit or two to which Mr. Robinett is entitled to ~~credit~~ ^{but not} on this land matter that is I agree for him to have credits as follows on our other matters for

(7)

an order on A. L. Gibson for \$25.00 as of July 3rd 1891, and I see from the order just now presented that this sum was to go on a note of \$123.00 which I held on said Robinett for bal. on cattle, and this should stand as a credit on said note and not on the land matter, I have some other notes and accounts against Mr. Robinett and he has some against me, but they do not relate to this land transaction

X Examined.

1 You state in your examination in chief that Mr. Robinett is to have a credit for \$100.00 part of a \$200. note on F. A. Mauness. what is to go with the other \$100.00. of said note? And give the date of said Mauness note?

Ans

One hundred dollars of the Mauness note was to go as a payment on the Martin land and the remainder which was \$118.00 was to go as a credit on other notes and matters due from Robinett to me, I at that time held a note of \$123.00 against him for bal. on cattle,

(8)
2. What other notes had you on Mr. Robinett at the time of this land trade, give the date and amount of each, and when due?

Ans I had a note of \$123.⁰⁰ dated Feby 7th 1891, payable December 25th 1891, ~~subject~~ on the back of this note this endorsement appears "On this note Feby 27th 1891 \$100.⁰⁰ out of the F. A. Mauss note." I held an other note of Seven dollars executed May 13th 1890 due that date.

3. So you have only credited Mr. Robinett with \$100.⁰⁰ on the land matter and \$100.⁰⁰ on the \$123.⁰⁰ note and you said said Mauss note amounted to \$218.⁰⁰ at this date of said credits, what went with said \$18.⁰⁰ how you credited anywhere if so when?

Ans I aimed to give him credit for this amount or balance on the \$7.⁰⁰ note and on our other matters, but I have not entered or given him credit on any matters for this \$18.⁰⁰ but am willing to do so on any of our matters except the land matters.

4. What other matters of indebtedness had

(9)

you against Mr Robinett on February
7th 1891. give amounts & dates of cash?

Ans. I had a fee bill which I had
paid for him to J. A. S. Hyatt and
others for \$4.07 and I don't
remember at present of having
any other sums against him
at the time of land trade.

5. Please state if you ever returned or offered to
return the sorrell mare spoken of by you
to Mr. Robinett, or ever made any complaint
to him, about her failure to work? if so state
when it was?

Ans. I never returned her to him, but went
to him and told him she would
not work, it was sometime
after I had purchased her
but I cannot give the exact date.

6. The yoke of oxen which you credit to
Mr Robinett, ^{at 45.00} Did you not write to Mr Rob
nett and send it by Mr Hopkins asking
him if he could furnish you the oxen
and at what price, and in reply did he
not state to you that in order to give you
the kind of oxen that you wanted he
would have to split a yoke and could
not let you have them for less than
\$100.00 and did you not then send for them
under this information?

¹⁰
Ans No Sir - not the Cattle I credit
at \$45.00. nor do I now recoll-
ect ^{Robert or word} that I ever got a letter from
of such a nature, I remember
that Mr. Robinett spoke to me
about the yoke being odd
steers and both leaders, I
considered them 10 or 12 years
old.

And further this witness saith not.
Jno. M. Tate

Anderson Moore an other
witness of lawful age being
duly sworn deposes and says.
Ques 1834 Peff.

Please state whether or not you
were ever present, when a sur-
vey was made, by S. P. Robinett
of the land known as the Martin
land adjoining your land. If you
answer yes - state all you know about
it?

Ans Yes - I was present - when
the lines were run, and ^{from} the
notes of the survey just read
over to me, while I do not
remember the degrees and distances

(11) the boundary ~~described~~ ^{& timber} is
correctly described.

- 2 At the time said survey was made; and in running the line on the south side of the ridge, was it not agreed that in running that line that ~~that~~ it should settle the land between you and Robinett? State what was said about that?

Ans There had been some dispute between me and John M. Tate about this line and we agreed that Mr. Robinett should run this line and the same was established as the line between me and Mr. Robinett, it also established about 20 poles of a line between Robinett and Lee Duncan, and the line has remained as then run until the present I have heard no complaint.

- 3 After this survey, was made, please state whether or not, you was present, when Mr. Robinett divided these lands, between "Lander & Dave" If you answer yes, state where the division line was made, who made it and who has been in possession of it since?

112
Ans

I was present when this land was divided between Landon and Dave Mr. J. P. Robinett Mr. J. M. Tate and myself settled where the line should be between them, the line commenced on a sawwood on the upper side of orchard on the Bledsoe land running southward dividing the orchard down to a branch, then a straight line to a black oak near the top of Newman's ridge this line divided the Bledsoe land, to divide the Martin land we began on top of the ridge at a hickory corner thence N. E. along the top of the ridge to a chestnut oak, then a little more East to a chestnut on top of a spur marked as a corner then more East bearing around a sink hole to a stake, on the top of Newman's ridge in the south side line and being the planted rock corner, mentioned in the deed filed in this cause, Landon had the

already lived there and remained in possession of the North side of the ridge and Dance took possession of the South side remaining a short time and then left. I do not know who has controlled the south side since he left.

- 4 In making this division line please state whether or not, it divided all the Martin land theretofore claimed by John M. Tate? That is that portion surveyed out to Mr. Robins?

Ans It did.

X Examined

- 1 Did Mr. Robins run all round said land, if not what lines did he run, and state if you ^{know} where he got the courses of that part not run?

Ans There was one side he did not run - the run the west, south and north E line but ^{did} not at that time run the other side, I cannot tell where he got the Courses.

- 2 Was any estimate then made of the amount of land embraced in said survey if so state the estimate thus made?

Ans I don't recollect that there was at that time.

(14)

3 Has there been any timber cut on the piece which you say was laid off to David that is the south side since Febry 27th 1891 if so state how much what kind when it was cut and who cut it if you know?

Ans There has been some timber cut on said land I don't know who cut it, I am informed that Allen Bledsoe cut it, it was poplar timber, cut last January my understanding is five trees were cut. I don't know of any other timber having been cut on said land.

4 Has not Mr Tate had a fence made since the 27th of February 1891. along the south side of said land the timber for which was cut from said land?

Ans Mr. Tate has had a fence made along there on his own land, I cannot state on whose land the timber was cut from -

5 Do you know how many children and heirs Joseph Bledsoe had, or left at his death?

Ans and if any of them are or were infants under the age of 21. on the 27th day of February 1891. state how many?

Ans He had a son Freeling; James M.;

(157)

Andrew J.³; Mary⁴; who married
Eedley Bledsoe, Millie⁵; who married
David Osburn, Susan, who married
Elbert Bledsoe, Sarah, who is now
dead, Margaret⁸ J. Bledsoe, ~~and~~ Alice⁹
who, married a Ferguson and Malinda
who married John Ratcliff
these were children by his first wife
he had a child Martha - by his
second wife, who is still living
and is some ten or twelve years
old.

Witness
Claimer
50
mileage $\frac{37}{82}$

And further this witness saith not.
Anderson More

Harman Lewis an other witness
being duly sworn deposes to say.

Ques By Plff.

1 Please state where you resided in
May 1894, and what your occu-
pation was then?

Ans I lived at Manass Scott County
Va - some 2 Miles from the
land spoken of in the Bill, I
was a merchant.

2 What was the cash price of
corn in that neighborhood in
say May 1894?

Ans - we were buying & selling at 35¢ per Bu.

1 What was corn worth in that neighborhood in June 1893?

Ans. - In April 1893 I was ~~was~~ selling and buying corn at 40c, I cannot state its price in June 1893. Nor do I remember its price.

2. Do you know what corn was selling for at S. P. Robinett's mill. some two miles from Fair View June 1893. and in May 1894.

Ans. I do not.

Witness
claim 50
 mileage 48
 98

And further this witness saith not.

Roanoke Lee

Joseph Waller another witness of lawful age being duly sworn deposes and says.

Ans By Off -

1 If you ever made a ~~sub~~ fence for John M. Tate, near the line of the land he sold to Mr P. Robinett state when you made it, and where you got the timber?

Ans I made a fence at the place spoken of for John M. Tate some 3 years ago. Landon Fields helped me, at the commencement we cut two trees on the land he said belonged to Dave. We cut the rest of the timber

(17)

which made said fence from Sates land up to a Chestnut said to be a line tree, then Landan told me to cut some logs on Daves land and all the rest was taken from Sates land. - Mr Sate told me to keep on his land with the fence & miss the Chestnut tree. Landan was along and helped to cut the two trees on Daves land. Mr. Sate did not direct us to cut said trees nor do I know whether he knew it or not, he said if they would furnish half the timber and help make the fence it might be a partnership fence, but Mr. Sate paid me for making said fence and I gave Landan part of the pay. This work was done on the South side of the ridge.

X 24

1. ^{This fencing} was ~~done~~ done before or after the survey was made of said land by Robinson, and if you state ^{afterwards} state how long afterwards?

Ans It was made after the survey as they showed the corners, but I cannot state how long.

(18)

2 Was said fence made on the line, if not how near there to?

Ans. As Landan stated, at the Commencement we started on the line, but soon got on Lates side according to his directions.

3 How many rails did the two fences and the Logg. cut and taken off of Norrid's land make. State as nearly as you can?

Ans. I cannot state exactly, but guess they would have made about 300 rails.

4 Were ^{you} present at J. P. Robinett's mill when Mr. Hopkins came to Mr. Robinett with some writing in reference to the purchase of a yoke of oxen for Mr. Late if so state what word or answer Robinett gave to Hopkins or sent by him to Late, if he sent any?

The statement of Robinett is objected to as self serving and not binding upon Late in his absence.

Ans. I was present, he gave him a letter or something of the kind from Mr. Late, Mr. Robinett stated in order to get him a yoke not over 5 years old, he would have to break a yoke and if he done

(19) so he would have to charge Tate \$100.00 for the yoke.

5- Did you get any of the corn at L. P. Robinett's mill, out of the 50 bushels purchased by Tate from said Robinett if so state how much you paid for it and how long ago it was done.

Ans. I worked in clearing a new ground and worked a day for a Bu corn, it is Mr. Tate's rule to pay a Bu of corn for a days work regardless of the price of corn. I got some of the meal from the Robinett 50 Bu corn - I think it has been 3 years this spring.

And further this witness saith not.
recess claim
Joseph ^{his} Waller
mark

Milage $\frac{50}{24}$
74

Joseph Willis another witness of lawful age being duly sworn says -

Ans By Piff

1 Please state whether or not you know a certain mare that J. M. Tate got from L. P. Robinett if you answer yes, state whether or not she would work; and her value?

Objected to because irrelevant and immaterial
There being no question as to value of said mare in the pleadings
C. T. S. unsworn. for Dep't.

(20)
Ans

I knew said mare, and owned her. She would not work, I sold her for \$40.00 to Frank Kincaid on a debt I owed him of long standing as security.

2 Did you know a yoke of cattle a blue & red ox, ^{Tate got from Robinson} if you answer yes state what was their fair cash value about the time Tate got them?

Ans. I reckon they were worth 35 or 40 dollars, they were very thin.
X 24

1 When did you get the sorrell mare from Tate?
Ans. I cannot state exactly, but it was some time after her got her from Ira. I let Kincaid have her last fall was a year ago - I think I owned her about one year, she was a large fine looking sound mare.
2 Did Tate trade her to you as a work ~~ing~~ mare?

Ans. I think he did Sir.

3 How old were the oxen spoken of by you?

Ans I do not know.

4 How many times did you ever see them?

Ans I saw them frequently as I was

(21)

often about Mr. Lates.

5 Did you ever examine said Oxen with a view of forming an opinion as to their value if so when did you make said examination?

Ans. I sorter looked at them and thought about what they were worth, but I am not much of a Judge of the price of ~~the~~ cattle.

Witness
Claims
50-

And further this witness saith not.

Joseph ^{Phillips} Willis
mark

May 28th 1897

Thomas Seymore an other witness being duly sworn deposes and says

Ques 1 By Plff.

Have you or not been a laborer on my farm more or less. Since the year 1890 up to the year 1894 If so Please state if you can what is my custom & rule I adopt and have adopted in regard to paying off work hands in corn. by the day. labor?

Ans -

Objected to because immaterial and irrelevant, testimony has nothing to do with this transaction and is not evidence and cannot be considered as such

Deemed for
Plff.

Ans²²

I have been a day laborer on your farm during said time, and your custom has been to give 1 Bu corn for each days work.

2

Is William Seymore the Father of Emmitt Seymore. ~~That father~~ have been examined as a witness for the deft in this suit.

Ans-

He is said to be.

2 3

~~Did you or not hear him give his testimony~~

You will please state whether or not you was by and heard William Seymore make the contract with me about some corn, to be paid for in work by the day that said Emmitt Seymore had reference to in his deposition in this suit. if so please state what the contract was.

Ans-

I was present and heard you contract with (Bill) William Seymore to work for you and you was to give ^{him} one Bu corn per day the same you gave me, and this corn was got of Mr. Isa P. Robinette

2u 4.

What was the cash market price of corn in the year of 1894. ~~The~~ in

(23)

may & June of that year and at the time the big new ground was cleared above the Hopkins house.

Ans- I believe Harmon Lewis was selling at 35 cents, and you allowed us 1 Bu. corn per day or 35 cents in Lewis' store.

5 Is that the same spring I purchased of Ira P. Robinson 50 bushels of corn

Ans- It was.

6. Was you or not living with me at the time I got the lot of cattle of the Sft. known as the red stag, and black roan steer. If so what was their condition when Sft. sent them to me.

Ans- Yes Sir I was there when you got the steers and their condition was bad they were very poor, and they were not able to do work because I undertook them and the blue one gave out.

7 What would you consider the reasonable cash value, or a fair value, of the said cattle at the time the Sft. sent them to me;

Ans- I could not have put them as worth over \$40.00

X Examined
over

(211)

42

1 How old were said cattle, and what was their size? State.

Ans I cannot know old they were, they were medium in size.

2. The fact that said cattle was poor in flesh could be easily seen by Tate could it not?

Ans Of course any man could see they were poor.

3 Did he keep them or return them to Robinett?

Ans He kept them and had them there on the place the last I knew of them.

4 When was it you heard the contract between William Seymour and Mr. Tate? in reference to the corn?

Ans. As well as I can recollect it was in 1893 or 1894 one or the other.

5 Was that the same contract that Emmitt Seymour spoke of in his testimony this morning?

Ans. This is the only contract my brother ever had with Mr. Tate to my knowledge to give work for corn.

6 He could have had other contracts with Mr Tate without your knowledge could he not?

Ans He could.

7 Do you know the market price of corn in the neighborhood of Ira Robinett's Mill at

(25)

The Tamm Tate bought the 50 bushels of corn from Robinett, and do you know the price at which Robinett was then selling corn at his mill.

Ans. I do not.

8 Do you know the lowest price of corn in June 1892. and in June 1893. at Robinett's mill?

Ans. I do not.

Re Examined by Deft.

During the years you state you lived with me on my farm from 1890 to 94. If ever I had had any other contract with your Brother William for work to be paid in corn, would you or not have known of it.

Ans. It looks like I would.

2 In the years of 1892 & 93 did I or not, charge you for corn any more than 1 Bushel per day for labor.

Ans. Objected because what Tate charged for corn in labor is wholly irrelevant and immaterial

I answer for Deft.

Ans. You did not.

Witness
claim
1 day 50
mileage 24
76

And further this witness saith not
Thomas ^{his} Seymour
Mark

(26) Anderson Moore being again introduced, deposes and says.

Ques, By Jeff.

When, at the time you say you was present in your chief examination when Robinette made and run the division line between Landan & Dave. Please state what Mr Robinette said to Landan & Dave about their parts of said land (I mean the Martin land) and what he said to them about the timber and all you may about it;

Ans I was present at the time said line was run between the boys as before stated and I heard Ira. Say to Dave & Landan that they must help get that timber out to assist in paying for the land

The foregoing answer as well as the question became irrelevant and immaterial

Surrender for Dept.

Ques 2 At the time the division line was made of the Martin land, did or not the Dept. take possession of the whole survey as was made, and so deliver

(27)

The same up to Landon & Dave and made no provisions as to the land & timber but the whole of it?

Ans- That was the way I understood it, he undoubtedly took possession of it and divided it between the boys.

Q. 3 Do you live on adjoining farms to said lands and have been acquainted with the lands ever since they have been possession if so have you ever known me to occupy or exercise any ownership of said lands since the survey was made.

Ans- I do live on adjoining lands, & have been acquainted well with said land before and since they were divided, Mr Robinson and Landon & Dave have held possession thereof ever since the same was divided and I ^{the Deft} have never known you to exercise any control or ownership of said lands since the survey was made.

4 On what portion of said land & survey is the cleared field and how close is it to the East line of said survey. or N. E.

(28)

and how long have the fields been
held & cultivated by them?

Ans I would call it the North East
end. and I don't think it over
15 poles from the fence out to
the corner or line.

- 5 If the first line of the north side
of said survey be 65 poles from
the North East corner, running west
and the second line 88 poles to the
west corner of said survey. Please
locate the cleared field as near as
you can from the chestnut stump
or sprouts at the end of the 65
pole line.

Ans- I would have to locate it on
the North East end, I would
say 20 poles east of the Chestnut
stump or sprouts at the end of
the 65 poles line.

- 6 Was there or not been timber cut
used and hauled off of said survey
both on the North & South side of
said survey since the division was
made, by Landau;

Ans- I know there has been timber
cut and taken off of the South
side, but I don't know who by

(29)

except I saw Allen Bledsoe and John Scaff making and loading rails on a wagon, near the top of the ridge.

- 7 Was you present when C. F. Maness give in his testimony in this suit and heard the question propounded to him in regard to the Division line and heard his statement in regard to the timber sold to said C. F. Maness by Landon. If so please state if said timber is on the north side of said division ~~or~~ on the south side and whether or not it is on the side laid off for Dave?

Ans.

I was present and heard said C. F. Maness give his deposition and said timber is on the south side of said division line, and is on the portion laid off to Dave.

- 8 Was Landon present and was shown the Division line all the way by said Siff and pointed out to him so that he could not be mistaken as to where the line was? When it was run?

Ans.

Yes Sir Landon was along when said division ~~line~~ was run and the line was plainly marked and

301
Landon was along and help to marked
said line, and he certainly knows
where it is.

9 Do you or not know of the joke
of cattle that Plff. got of the Deft. known
as the red Stag. & Blue roan steer.
If so please state as near as you
can, the reasonable fair cash value
of said cattle at the time the Plff.
got them of the Deft.

Ans- I do know said cattle and
I consider \$40.00 a fair cash value
of said cattle at the time I got
them. Considering the condition
of said cattle and the price of
cattle at that time.

10. What was that grade of cattle bringing
on the market at that time pr. cwt.

Ans. I think about 2¢.

L E

What were those cattle worth valued
against the Buddo land at \$300?

The Plff. objects to the above question
or any answer thereto because it is
immaterial and not in accord with
the contract.

Jms. M. Tate Plff.

Ans. I will put them in at \$60.00

2. It is usual to buy or sell work cattle

(31)

by weight?

Ans It is not.

And further this witness saith not
Anderson Moore

Alfred Johnson an other witness of
lawful age being duly sworn deposes and says
Ques: By Jeff.

Please state whether or not you ever
purchased of London Robinett the Deft's
imputed son, any timber on the
said Martin land now in contr-
oversy in this suit if so where, when
the land, and when, and whether
or not he at any time offered to
sell you a certain large chestnut
tree on the East line of said sur-
vey and on the south side of the
ridge near the fence of the Deft.
Please state all you may know
about it.

Ans- Yes Sir I bought some timber of
London Robinett, the timber that I
cut was on the North side and a short
distance from the top ^{of the ridge} it was in
last August, and he did propose
to sell me a large chestnut tree
standing on the South side of said
ridge near the fence on the East

(32)

and he told me to cut said tree I went to the tree to cut the same and saw that it was a marked tree and I did not cut it, this tree is on the East end of the land - here in controversy.

Landon told me he helped to or made the fence, which he said was on the line - as I did not cut this tree, I cut an other one close to where I had cut the other two trees on the same side of the Ridge of the other two trees.

When I saw the tree was marked I sent my son to Esquire Tate to learn of him whether the chestnut tree I found ~~was~~ marked was a line tree or not. Is

2 Q. Did Landon tell you he knew the tree was his and that the fence was on the line. because he saw the line run and helped make the fence if so Please state how far the tree stands from the fence.

Ans. Landon told me to cut the tree, he said the fence was on the line, that he helped make the fence - The tree I went to stands right at the fence

within ~~2~~ or not less than 2 nor over
6 feet from the fence.

9 Did Landon Robins tell you he
had sold to any person any timber on
the south side of said Survey if
so to whom did he sell and how
much?

Ans- Landon told me that he had let
Sam. Phillips & Allen Bledsoe have
some timber to make shingles for
Harmon Lewis on the South side
and near the top of the Ridge, I
saw where said timber had
been worked up near the stone
pile, two trees were worked by them.

+ 4

1 Were you and Landon at the Chest
nut tree when he told you to cut it?

Ans we were not - Landon did not
go with me to the tree, he only
told me where it was.

2 Do you know that the tree you went to,
was the one which Landon had in
his mind for you to cut

Ans It must have been the tree.

3 Why do you say it must have been the tree

Ans. Because I went where he told me to
go and this was the only tree near

34

There which filled the bill of which I wanted.

4 How far was said tree from the west end of said fence?

Ans The fence does not run East & West hence has no west end.

5 What course does said fence run.

Ans Where the tree is the fence leads North and South or nearly so.

6 Do you know where the corner of said track called a planted rock is if so how far is said tree from that point

Ans I do not.

7 How long do you estimate said fence to be

Ans I don't know. I don't exactly know where it commenced or ends

8 Do you know where the Black oak and Locust corner on said survey is.

Ans I don't know any thing of any corners of said survey.

9 Did you ever tell Landan that you had not cut said tree. if so what did he say about it.

Ans I think I told him that I had not cut said tree, because Tate had said not to cut it, I don't remember what he, Landan said about it.

(35)
witness
Claim today 50
Mileage 37
82

And further this witness saith not.

Alfred Johnson

John R. Lawson an other witness
of lawful age being duly sworn says.
Ques By Plff.

Please state whether or not you was
acquainted with the lot of cattle
that Plff. got of the Deft. known as
the red stag, and blue roan steer
at the time the Plff. got them. If so
Please state as near as you can the
reasonable fair cash value of said
cattle;

Ans- I did not know any thing about
them at the time Mr. Tate got
them, during the ~~spring~~ the new
ground was cleared the new
was worked by us some, which
was I think in 1893 or 4 - at
that time I consider \$40.00
a fair cash price of said
cattle.

2 Did your Father the same spring have
a lot of cattle and sold them on
the Market if so what did they bring
and how did your Father's cattle com-
pare as to grade and size quality
to, with the said cattle got of Deft?

objected because wholly immaterial
the inquiry is the value of the cattle
sold by Robinette to Tate and not the
value of some other man's cattle and
no comparison is admissible

Summ

Ans My father did sell a yoke of cattle
the same spring I knew these
cattle for which he got \$44.00 +
some few cents, which I consi-
dered about equal in size with
this yoke, but they were younger
and better turned cattle.

3 What was cattle of the grade of your
father's bringing on the market per
cut. at that time.

Ans, I cannot state what cattle generally
were bringing at that time but
he got \$2.15 per hundred for them.
+ 2

Are you acquainted with the Joseph
Bledsoe land, if so what was the value
of said cattle when you knew them com-
pared with that land at \$300.00

The Off. excepts to the above qu-
estion or any answer thereto as the
cattle was not found on the Bledsoe
land, therefore immaterial and
irrelevant and not in accord

(37)

with any contract made.

Ans I am acquainted with said
land and I consider these
open worth \$60.00 as compared
with said land at \$300.00

2. What was the age of said Bull & red
open?

Ans I do not know, the open my
father sold were 4 year old &
possibly a little over, they
were not sold for work cattle.
The Def. objects to the latter clause
of said answer. from the fact there
is no contract that the Def is bound
to take cattle at work prices

with claim
1 day 50
mileage 32
82

Ans. M. Tate Def.
And further this witness saith not.

John R. Sawar

The further taking of depositions in this
Cause is adjourned until 8 o'clock
tomorrow morning.

May 28th 1897

J. P. Hyatt
Clerk

May 29th 1897

Met pursuant to adjournment
Present Def and respondent's
attorney.

(38)

Thomas Moore a witness of lawful age being duly sworn deposes and says.

Ques / By Plff

Please state whether or not you was present when the contract between Ira A. Robinson and myself was entered into and signed by us in regard to the Joseph Bledsoe land, and the Martin land, and whether or not you witnessed the same; dated Feb. the 27th 1891;

Ans - I was present, when said contract was entered into and witnessed the same.

" 2 Please state all you may know about what was said about the Joseph Bledsoe land, what was said about the title that was then vested in Mrs. M. Tate the Plff. from the heirs of Joseph Bledsoe Decd. at the time the trade was made by the Plff. and Deft.

Ans - objected to because the writing evidences the contract and it cannot be altered or explained by oral testimony

Ans - It has been some time ago, my best recollection is that Mr. Tate represented that he had ^{title} from all the heirs except two, one an infant and one a lost

(349)

if ~~heir~~, and it strikes me that the other heirs of Bledsoe was to make this title good as to the lost heir.

" 3

Q. In the Off. read to the Deft. his title and explain the provision in said title and explain (to him the Deft.) what was intended by said provision. I now present to you said Deed now on file, filed along with the Deft. deposition, to refresh your memory. Please read said deed and state whether or not the deed and its provisions was fully explained to the Deft. by Off. at the time the trade was made:

Ans-
Ans-

Objected to in so far as it undertakes to elicit as evidence Late's explanation of what was intended by the provisions of the deed mentioned. Said provisions speak for themselves and Late's explanation of their meaning cannot change the same

Deed seen, for Deft.

Ans

" 4

My recollection is that it was. Q. In I then & there say to the Defendant you now can have the advantage of said provision;

Ans-

Objected to because Late's telling he could have the advantage of the provisions did not give him any right to them and any answer to this question is immaterial & irrelevant

(40)
Ans

That is my recollection.

4.

Please state what was said at the time the trade was made in regard to the payment of the Bledsoe land, and what was said in regard to the payment of the Martin land and whether or not the deft. made any payments to the Off. at the time and what did they consist of any payment was made.

Ans-

Mr Robinett was to pay you (Late) a good horse worth \$100.00 every year for three years, for or as payment of the Bledsoe land. As to the Martin land I cannot say what was said, if anything was paid I ~~don't know~~ at the time I don't remember it. At the time of said trade, I let John have a note on H. A. Marcell but I don't recollect the amount of it nor do I remember whether it was to go as a payment on the land or not. I don't know whether it went on the land or on the cattle.

The foregoing answer is objected to in so far

(41)

as it contradicts or varies the writing
Surreau for Drift.

Qu 5- At the time the trade was made
do you know any thing about
the Defendant paying on the Martin
land a Note of fifty dollars on
Isaac Lawson or at any other time

Ans- I do not, I never heard tell
of such a note

X Examined

Did you stay at Latah the night after said
Trade was made?

Ans I don't recollect that I did.

2 Did not Robinett stay there that night

Ans I cannot say positively but I
believe he did,

3 He could have let him have the note on
Isaac Lawson as a credit on the land
trade without you knowing it could he
not?

Ans He could have done so, but I
knew nothing of such a thing.

4 If I understand you correctly, Mr Late
represented to Mr. Robinett that he owned
all the shares in the Blue and Land except
our interest, is this correct, and if
you say it is, what share did he say he
did not own?

Answer I understood Mr Late to represent, ^{to Mr. Robinett} that

42
He owned all the shares of the Bledsoe land except two, one of whom had gone West and had not been heard of for some years the other an infant, the child of Mr. Bledsoe by his his last marriage, Mr Tate further stated if I understood him, that if this lost heir turned up, that the other Bledsoe heirs were to make good its title.

5 Who was to make good the infant's title?

Ans I don't recollect any thing about that.

6 How did Tate say the other heirs of Bledsoe was to make good the title of the absent or missing heir if it turned up, and asserted its interest in said land?

Ans. My understand^{ing} was that the other heirs, were to pay that heir off and that the other heirs were to stand good for its interest if it ever turned up, and in substance that is the way Tate represented it to Robinett

7 Were any of the children and heirs of Joseph Bledsoe present consenting to such an arrangement as that spoken of by you.

43
Ans.

They were not.

~~Who was to make good~~

Examined By Dff.

1 For this last heir did the Dff. for himself bind himself to make the title good if the heir turned up and further did the Dff. fully explain to the Dft. that the provision made in said deed was the only guarantee that could be made, and that was through and by said provisions made by the (then) adult heirs of Joseph Bledsoe.

Ans- Objected to because later title bond filed with Defendant's answer determines what he sold and how he sold it and the answer to this question is irrelevant immaterial and inadmissible.

Examine for Dft.

Ans. The Plaintiff did not bind himself to make good the last heirs interest on its turning up, and Late did not in any way bind himself further than is set out in said deed.

Recross-examine

I now show you what purports to be a title bond from J. M. Late to J. P. Robnett for a title to the Bledsoe and Morton land sold by him and ask you to state if you were

(44)

present when it was written and
signed. Said bond is filed with the Plaintiff's answer marked X.

Ans. I don't remember that I was,
Said Bond is in Tate's hand
writing and signed by his name.
And further this witness saith not.

witness
claims
2 days 1.00
Mileage 48
\$1.48

Thomas Moom.

The further taking of depositions
in this cause is continued
until such time as may hereafter
be fixed between the parties and
me as Court. J. A. G. Hyatt
Court.

October 4th 1897

Met pursuant to an agreement
on this day at the law office
of R. T. Duncan, Present Plff.
and Defendant, and Defendants
attorney, where Franky Robin-
son a witness of lawful age
being duly sworn deposes
as follows.

Ques. By Plff.

Mr. Robinson you may please state
whether or not you made out a bill
of Paints (as a Painter) to Paint my

Page. (45)

dwelling-house where I now reside, and if so, whether or not said bill of Paints was delivered to you according to your order, and you may also state if you can, who furnished the Paints that you used in painting my house;

Ans

I did. The bill of paints was not delivered according to bill ordered

Mr. Tate told me he gave Mr. Ira F. Robinett the bill of paint to fill

Q. In

By Off. I now exhibit to you a bill marked as an exhibit in this suit "Filed with Robinett's Deposition." Please state if this bill is the bill of Paints you ordered and the quality of Paints you wished.

Ans

Yes.

Q. In

By Same. Now Mr. Robinett you will please state if the bill had been furnished according to the order that you see in said exhibit signed by me to Ira F. Robinett, in place of the bill he did furnish. How much less would it have cost me to paint my house. In other ~~words~~ words how much more did it cost me to furnish you with Paints to complete

the job.

It cost Mr Tate 11 Gals more paint than the bill furnished by me

X Examined

1 Question What was the Standard price of the Paints that your bill called for by the gallon

Ans \$1 $\frac{65}{100}$

2 Question Do you or not think that the Paints that you used, at \$1.00 per gallon was as cheap as the paints you ordered at \$1.65 per gallon.

I do not

3 What would have been the total cost of said paints if you had got the \$1.65 paints?

~~\$40 $\frac{70}{100}$~~ \$40 $\frac{70}{100}$

Ans. 4 What did the paints cost that were used which were furnished by Mr Robinett?

Ans. I don't know myself. Mr Robinett told me that said paint cost \$1.00 per gallon and the oil 58 cents per gallon.

5 Do you know what the 11 Gallons which Mr Tate afterwards had to purchase cost him?

Ans I do not. The paint was the same

brand as that furnished by Mr Robinnett. The Swiss-villa was the brand.

6 You used for Mr Tate the paints furnished by Mr Robinnett did you not.

Ans Yes sir.

Examined by Aff.

In 1 by Aff.

Now Mr Robinson Please State as near as you can. Supposing the Paints cost the same to finish the job. What is the difference between the Paints as to durability when applied to the House. and what would be the damage on my work taking everything into consideration the difference of the quality of the Paints the lasting qualities &c.

Ans About half the amount—

And further this deponent saith not.

Frank Robinson

1 day 50^c
Paid by Tate.

J. M. Tate the Plaintiff
being re introduced
~~being~~ being duly sworn
deposes ~~as~~ follows
See (48)

48

48

At the time the trade was made at my residence in Lee County Va. Feb. - the 27th 1891. I sold to the Deft. a portion of the Martin land, together with the Joseph Bledsoe Tract, of 75 acres or so much thereof, as my deed covered. I read the deed I held from the Heirs of Joseph Bledsoe, and showed it to the Deft. for him to examine and criticize. after which I fully explained to him according to the provisions made in said deed. and represented to him about the Minor heirs just as the deed recites. and told him that I had purchased the dower interest of the widow and there would be no trouble about that, but the Minor heirs I could not control. and it was said at that time that one of the heirs had went west, and no one knew where. Supposition was the heir was dead, and up to this time the heir has not been heard of by any one that have notified me. The other heir, is, and was quite young. one of the last children of the said Joseph Bledsoe Decd. by his last wife. which I fully explained to Deft. and promised

to give him the advantages of the provision of said deed, but I did not so state in the bond, but did state I would make or cause to be made, to the Supt. just such right as was then vested in me from the heirs of Joseph Bleeker.

And of the Martin land I sold to the Supt. all of the north side of a ridge lying coterminous with the Bleeker land, supposed to be from 26 to 60 acres, lying north of the ridge, with the privilege if the Supt. so chosen, when he come to run it out, to run it cross to the south line, coterminous with Anderson's More on the south side of said ridge, to run from the North East corner on the north side of said ridge up a spur to the top, and thence down another spur on the south side of said ridge to the said More line, and take in addition to the first proposed amount or supposed amount, at five dollars per acre, which when run out by himself amounts to the sum claimed .87 acres & 20 poles, according to the calculation made, and the Supt. after the

(50)

Amount was ascertained, and a statement made to him of the amount, he afterwards came again on the premises, and divided the same between Landon his son, and Dave, a colored boy, giving Landon the north side of said ridge, and Dave the south side, and through them they have held occupied, and exercised, owner ship of the said survey ever since, cut & sold timber on either side of said survey as it appears from missing timber, and as I am informed, and has been paying tax on same since the year 1894, as appears from tax receipts exhibited by Landon the said son. As the survey was not made for two years after the trade was made, the land remained in my name on the land books, and consequently paid the taxes, but was promised by Landon to be paid back, when the amount was ascertained. Which amount I ascertain to be \$3.54 do. for the years of 1892 & 3. As to the improvement on the north side of said survey the said was to pay me in addition to the

and at the time the agreement was made by us to leave it to arbitrators, and referred to the contract. To be arbitrated not later than Nov. 1896. The deft. stated to me he had forgotten to assign said judgment to me. Then, nearly five years since he promised to. And then Wells being dead and insolvent,

his estate

57
five dollars for acre twenty dollars, and said to me he had a judgment against Williams Wells for the amount, and that Wells and himself did not speak, or have any thing to do with each other. (as said he, "you very well know") I will assign you that judgment, and you and Wells are at a good understanding and you can collect it; and from that day up to last October nearly five years from the time the trade was made. he never presented to me or even said to me he still had said judgment which was long after the said Wells' decease, and never has assigned, or offer to assign, the said judgment, at the time of the trade, if the judgment had been assigned to me I could have made my money no doubt. The deft. never intimated to me that the judgment was of no value, but that Wells was good and the judgment was good and that I could make it; + As to the possession of said Martin land. The improvement above referred to is

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near the north east corner of said Survey, in close proximity of the East line of said Survey, which has been held by Deft; and his son ever since the Trade was made, and the great body of valuable poplar timber does not stand on the west end, but on the South side of said ridge, near Anderson Morris land. and the Deft; has, as I understand, from him, and others, been trying to sell said timber. he tried to sell said timber to me, as a payment ~~of~~ the purchase of said land. The timber on the south side of said ridge was what (as he said) what induced him to cross the ridge and take the south side. as he was buying for Samson & Dave. and that he had stock and other means to furnish the boys, and that they could do the work, and market the timber and consequently make the timber pay for the land. and so he not only ran the 60 acres, as was supposed to the top of said ridge as the contract shows, but ran as above stated making the amount claimed.

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and at the time the deft. divided the survey, between the boys, which was a considerable time after the survey was made, giving Dave the south side and Landon the north side, and give each possession of his share in the presence of Anderson Moore & others, and said to the boys at that time. Now boys I have turns, & outfit, for logging this timber, and you must do the work and market this timber, so as to pay the deft. for this land,

As to the Isham Lawson Note of \$50. as the deft. claims as a payment, on said land. The Lawson note, has no connection to this land trade whatever. That matter was settled fully with the deft. before this land trade was made in other other dealings.

I give below a State-ment of all the land transactions and other dealings unsettled between us. To wit:

One Note of \$123⁰⁰ Due 25th Dec. 1891. Interest from date, Dated Feb. the 7th 1891.

One Note of \$7⁰⁰ Due May 13th 1890.

On acc. from J. H. J. Hyatt. Probable Toll & garage
Due respectively Sept. 25th & Oct. 8th 1885-

574

with some other matters marked thereon
all making \$4.07

Taxes on land (Martin land.) for years of 1892
& 93. \$3.54

To Interest & cost to Edwin Bledsoe on
the Anderson note. for Bull. \$25.00

Interest 4 Months .50+

Commission of 1.25-

Martin Tract of land. \$435.60

Improvement on Martin land. \$20.00

both the two above items Interest from
date of land contract Feb. 27th 1891.

For Services partitioning Maness Estate
I think in 1892 ~~was~~ \$10.00

To Two Tax receipts handed the deft.
one of \$5.87 the other of \$3.83 = \$9.70
against the Estate of Loftin Maness.

Acct. the deft. was to take these two
receipts together with the \$10.00 for my
services as above stated and lift a note
the Adm. of said Maness Estate held
against me for \$32⁰⁰ due 31st day
of May 1891. then I was to pay him for
the remainder of said note \$12.80

which receipts & notes I file as a part of
my deposition. said receipts was kept in
the deft.'s possession until Oct. the 16th.
1896. then he returns them and refuses

to account for them.

I recapitulate the Statement
to one note due Dec. the 25th 1891.

Note Feb. the 7th 1891.

\$ 123.00

Int. to.

To One note due May 13th 1890.

\$ 7.00

Int. to.

To Ad. Prelim. Tax + Jarvis.

due Sept. 25th + Oct. 8th 1886.

\$ 4.07

Int. to.

To Tax on Martin land, 1892. + 3.

\$ 3.64

Int. to.

To Cost to Ervin Bledsoe \$1.75 - due.

\$ 1.75

due April the 15th 1896. Int. to.

Land obligation \$ 455.60

\$ 455.60

due Feb. 27th 1891. Martin Land.

Int. to

Bledsoe land as pr. obligation

\$ 300.00

due respectively 1st Jan. 1892.

93. + 94. Int. to

To Services partitioning ~~partitioning~~

Manass Estate due. 1892. (I think)

\$ 10.00

Int. Tax receipts same time

\$ 9.70

Total.

There has been paid to me by
the Defendant. The following sums
to wit —

Recd of Lee Duncan
Three Dollars. Eighty
Three cts. in full
of Taxes on the Land
charged to Jasper P. G.
bought May 18 1888
W. H. Giecy
by J. B. Giecy

5.89

$$\begin{array}{r} 3 \quad 8 \quad 3 \\ \hline 9 \quad 7 \quad 0 \end{array}$$

M Jasper Roller Est

1888.

To W. M. Pendleton, Treasurer Scott Co., Va.,

Dr.

Revenue.	(School Tax, \$1 on each titheable	State Tax.	School Levy	Road Levy	County Tax	Total.
	Personality, \$....., Income, \$.....					
1	(Tract Land, ... \$50 \$400	160	80	100	200	200
	40 & 50 cents on the \$100 Personality ...					100
						80
	50 & 40 cents on the \$100 Land.....					160
Co. Levy.	 Titheables, 40 cents each.....					<u>540</u>
	10 cents on \$100 County School Levy.....					
	10 " " " District " ".....					
	25 " " " County Road ".....					587

Received Payment,

J. B. Givens

Note
Series
Tax.

32.50

10.00

9.70

9.70

\$ 12.80

066
685
888

157

158

\$32.50
100

Twelve months after date
We or either of us binds
Our selves to pay to the
administrators of the Estate
of Loten Manaf Dec
Thirty two dollars and
fifty cents for value received
and we hereby waive our
home stead exemption and
all other state exemption
as to this debt given
under our hands and
seal This 31st day of
May 1890

Jno. M. Tate (seal)
L. A. Barber (seal)

Jno M Tate
 L. R. Garber
 Sonati } Soften
 } manes
 Estate

Principle \$22.50
 int

125
 \$ 3 375
 100

3250
 1970
 1250

200

3250

1970

56

First. on the Bledsoe land.

By One horse pain as I now
recotted- March. 1892.

\$ 100.00

By One yoke cattle 1893.

Some time don't mind,

\$ 100.00

By One Sorrel Mare. April
-the 30th 1894.

\$ 100.00

The Sorrel Mare was not the
Mare as was recommended.

by fully \$ 25.00.

Second.

On the Martin land. there

was paid to me at the time the

trade was made if collected

\$ 100.00

on the F. A. Maness note. I collected

the same with its interest some

time back. The balance of the

Maness note at that time computed

to be \$118⁰⁰ was to go on our other

dealings, and left: entitled to the Co.

I received some Paints & oils of the

left: I went to him for the money.

he claimed he did not have the money.

and times was hard, and that he

could by the bill of Paints on time.

and that I should have them at

cost & carriage, and that he would have

the benefit of the time. He has as yet

failed to produce the Bill of cost.

or the carriage. He did not buy the bill I ordered. He sent me quite a different Paint: and all the information that I could get at the time having no bills, was to compare the paints with the price of a like grade of paints I have demanded the bill of Supt. and he so far refuses to furnish it; however on my book I find I have given him Cr. for said bill & grana Freight: \$ 28.60 Dec the 30th 1892. This bill when obtained correctly was to go as a credit on the Martin land.

In the winter or spring of 1894. I went to Mr. Robins again for Money and he did not have it - as he said, I said to him. have you a yoke of cattle you could let me have. he showed me as he said, ~~was~~ a broken yoke. one of one yoke and the other of another yoke. and said they were both leaders. one a low chunky red Stag. as we call them, and one a very cant. poor, long slim legged blue Star. not at all matched with the other. I did not buy nor did the Supt. price them. for I did not think they would suit me. but some time

58

After I sent to him to borrow them
 to work a while, the cattle was so weak
 they could not do such work as I had
 to do, I fed the cattle up some time,
 and they gained strength, and did
 very well. He came to my house
 and asked me if I wanted the cattle.
 I said to him I would take them at
 a fair price. We did not price the
 cattle, only talked of the weight. Cattle
 of the first-grade that year was only
 worth about \$2.00 to \$2.25 pr. cwt. He
 left the cattle with me. and all the
 price ever was set, that I was to give
 him a fair price, ^{on the market} and how I come to
 recon them at the price I gave him
 for. One of ^{my} neighbors sold a lot of
 cattle on the Market. That was of a better
 grade of cattle, smooth, young, and
 heavier, and they brought by weight,
 as the owner (Enoch Lawson) said, \$44.60
 and to be, as I thought, more than right
 with Robinson, I would give him for
 of \$45.00 for his cattle. and this for
 he is entitled to on the Martin land.
 In the Spring of 1894 May about the
 15th, I purchased of Ira P. Robinson
 fifty bushels of corn. corn at that time

was worth thirty & thirty five cts pr. bushel, in Trade. This Cr. of 50 bushels of corn. is due the defendant on the Martin land. Making \$17.50 due May the 16th 1894.

One act. from W. S. Rhodes Gate City which I file with my deposition \$4.97 due Nov. the 24th 1892.

And in a final settlement of all our dealings he will be entitled to the following sums, as Credits
The Manus Note of \$32.50 when the Cr. of \$10.00 for services partitioning Manus Estate is given & the \$9.70. Tax receipts as for receipts filed.

By 7½ bushels of corn. at 50¢. pr. bushel, June, 1891. \$3.75

By two bushel wheat June, 1891. 75¢. 1.50

By orderable Gibson as for face of order when presented by deft. \$25.00

By 9 Bushels corn to Hopkins for order when produced. at 50¢. \$4.50

By store act. goods to self. \$2.50

By order David Robinson when presented. \$2.90

By 9 yds Satin at 18¢. \$1.62

By 10 yds calico at 7¢. .70

Gate City, Va.

Mr.

-IN ACCOUNT WITH

W. S. RHODES,

-DEALER IN

Hardware, Stoves, Sash, Doors, Blinds, and Agricultural Implements.

TERMS—CASH.

Interest charged on all accounts.

1892
June

2 B Bill Brown Paint
Out

484

15

497

Please send chkr. I must close this
matter up

67

By 2 Dzs. Buttons at 5¢	.10
By 2 Spools Thread at 5¢	.10
By 2 Mattocks at 75¢.	\$ 1.50
By 1 Bushel Wheat a 75¢. Will.	<u>9.75</u>

These are all that I now remember of the dealings between the Dept. and myself that is uninitiated, except some matters pertaining to the Firm of Robinson Tate & Jarvis, ^{and ourselves} one of which rests in the John Seymour Security Matter of our individual matters of several hundred dollars. one of the R. I. & J. Matter of \$100.00 at Wadsworth N. C.

As to charging Mr William Seymour for corn more than one days work for one bushel of corn I never did it. That has always been my rule give a good hand one bushel of corn for a days work.

X Examined

You claimed to Mr Robinson, did you not, at the time you sold him the Bladen land that you were the owner of the dower interest of the widow, and so you own said dower interest, if so file such evidence as you have of your purchase of said dower interest?

Ans. ⁶¹ The dower interest I sold to Mr. Robinette and never deeded it - and the deed now on file shows a Margaret J. Blewett. I know the widow of Joseph Blewett was & is Margaret. but I can't state that it is the Margaret. but suppose it was. up to this time I had the land in possession ever since I had a deed to it up to the time I gave possession up to the defendant.

2. If Joseph Blewett had a daughter named Margaret J. Blewett, then you have no deed either from the widow or the daughter? one or the other?

Ans. Since referring to the provision of the deed I may have been mistaken as to the Margaret. I don't know the Margaret purporting to be his daughter. if he has a daughter by that name it must be the one signed on the deed. and that I have no deed from the widow but as before said I sold the dower to said Robinette and he is entitled to a deed.

3. At what time did you collect from Isham Lawson the fifty dollar

note which you got from Ira P. Robbins
 ans. I have the note now in my
 possession Mailed to Mr. August
 the 21st - 1897 from Isham Lawson
 Sanger Texas. It appears on the
 face ~~back~~ of said note it was paid
 in full January the 25th 1891.

4 ~~I now state~~ that said note was
 settled between Robbins and you
 in other dealings what were the
 dealings.

ans. My best impression is that it
 was in a cattle trade

5 Was it not to come out of the \$123⁰⁰
 note heretofore spoken of by you -
 which was as I understand you, a note
 on a cattle trade?

ans. No Sir. I have a distinct recoll-
 ection that at the time the trade
 was made for the land. I then
 held the \$123⁰⁰ note and that he
 then let me have the H. A. Maness
 note of \$200⁰⁰ then computed to be
 amount \$218⁰⁰ or there abouts and
 the balance to be credited out since
 of \$100⁰⁰ on the land to other matters
 when I collected

63 6 What is the date of \$123⁰⁰ note.
Ans Feb. The 7th 1891.

7 What is the date of the Isham
Lawson note, and when did it be
come due. file copy of said note with
your deposition.

Ans. The Date of said note Feb. The
15th 1890. Twelve Months after date
(63) I herewith file copy of said note as
was sent to me from Isham Lawson
from Ganger Texas. "Moved Copy!"

8 What dealings did you and J. P. Roberts
have other than the \$123.00 cattle
matter between Febry 7th 1890 and Febry
27th 1891. the date of the land Trade?

Ans I don't now recollect. I think and
it is now my best impression is
that the cattle trade was made
at the time the \$123⁰⁰ note was
given and if any other trade
intervened I now don't recollect
And further this deponent can't not.

Ans. W. Tate

The foregoing depositions
were taken sworn to and subscribed
before me at times & places mention-
ed in Caption. J. A. St. Hyatt
Clerk

Pliffs and Costs
Anderson Moore 82
Joseph Willis 50
Abram Davis 98
Thos Seymour 76
Alfred Johnson 82
John Lawson 82
Thos Moore 148
Frank Robinson 50
\$66.68

Lates Depositions

Twelve months after date I
promise to pay J. J. Bennett Fifty
Dollars for value rec'd of him
witness my hand and seal this
Febry 15 - 1890, I waive the benefit of
my homestead exemption as to
this note

Isaac Lawson

Test

Prison J. Miller

A copy J. A. Hyatt Clerk

Copy

(1)
Ira P. Robinett

ads

John M. Tate

In Chancery

The deposition of James
A. Hopkins ^{for} taken to be read
as evidence on behalf of the
defendant in the above styled
Cause on the 20th day of May 1897.
Ques 1st By defendant.

1 Did you carry a writing from Mr. Tate
to Mr. Robinett in reference to the purchase
of a yoke of cattle. if so what answer did
Mr. Robinett return by you to said Tate,
and did you deliver the message sent.
This question and the answer there-
to is objected to, as self serving - and in
no wise proving the Contract?

Prudence J. Sewell

Ans I did carry a writing from Mr.
Tate to Mr. Robinett in reference to
the purchase of a yoke of Oxen -
He said that in order to arrange
such a yoke of cattle as Mr. Tate
desired, he would have to break
a yoke and if he done so he
would have to have \$100.00 for
such a yoke, and I told Mr. Tate
what Mr. Robinett said about
arranging the yoke and price.

Q Did Mr. Tate after words sent for said oxen
if so state about how long after if you know
Ans Mr. Tate sent after the oxen, but
I cannot ^{state} when - it was not
very long after I returned him
the message.

3
Cross Examined
Do you know, that Robinett
sent, the Oxen, such as he
said would be worth \$100?
Ans. I do not know that he sent the
kind he described, but he did
send a blue and red ox.

2 What was a fair cash
value of the blue & red ox
at the time Tate received them
considering their condition
&c.

Ans. My recollection is that they were
not over 7 or 8 years old, thin
in flesh, very good size if they
had ^{been} fat, and was reasonably
worth \$60.00 at that time.

Witness
claim

50c

And further this witness saith not
James A. Hopkins
The further taken of depositions in
this cause is continued until
tomorrow morning 8 o'clock
J. A. Hopkins
Clerk

17
Jonsville 2nd May 21st 1897
Met for and to adjournment at ~~the~~ office of C. T. Duncan in Jonsville on May 21st 1897.

Ira P. Robinett another witness of lawful age being first duly sworn deposes & says:

1. Are you the same Ira P. Robinett that is Defendant in this case.

Ans. I am.

2. In reference to the survey made by you that has been testified to by Mr. Tate and Mrs. Moore. please state how it was made the amount ^{of} land intended to be surveyed, the amount actually surveyed if you know, tell all about it.

Ans. There had been some dispute between Lee Duncan Anderson Moore and John M. Tate about the line that I ran between the Martin land and Duncan and Moore's land. The parties picked on me to run the line between them which was to settle the line between Duncan and Moore's land, and the land that I was to get from Tate. I ran the line according to their instructions, then I ran across the East-end of the Martin line, across the hill to William Johnson's line on the north of the ridge.

Late had the Martin papers with him and he said for me to give him a memorandum of my running adding the courses of the Martin dead, to the running that I had done, which constitutes the courses of the land which Late produced in giving his depositions. Late told me several times prior to the running of the boundary, that he thought there was about 60 acres, we had not made any settlement, as I had been making him several different payments I did not want any more land than I had paid for, unless if there was a balance on the boundary run, that he would give me more time. I purchased the land from Late, for Landon Robinett and Dave a colored boy, we ran a division line between the land, intended for the two boys, one's part on south side of the ridge and the other on the north side, so when Late and I settled if I did not conclude to take the whole boundary, that I could cut off from each one by running a straight line across the ridge, so to reduce the boundary to suit myself as that was my contract. Landon was put in possession of a field that was cleared on the Martin land soon after I bought the land from Late.

(5)

I Told Landon not- to Cut- any Timber
out- on the east- end of this Survey, Till me
and Late Settled, that I might- not- Take all
the land, the part- that- the Colored man
was to get- was not- worked on by any one
as the Colored man moved back on my place
at- home, me and Late Tried to settle and
Could not- Settle, and I Told Late long before
he made the Deed which he has filed here
that- I only wanted the amount- of land
that- I had paid for, the land never was
Plotted nor Counted in my presence, there
was a rough estimate made of the Survey
but- nothing of any accuracy. I Told Late
I thought- there was a mistake in the Survey,
The foregoing answer, so far as it
details a conversation with parties
not in Lates presence, is objected to
because not admissible and not
responsive to the question. The entire
answer as given is objected to be-
cause evasive, and not responsive
and not admissible, because posses-
sion was taken of the land- and
no other survey made in pur-
suance with the written Contract
And more &c &c &c

2 Has any possession ever taken at any time by you. Landon or David of that part of the land embraced in said survey lying next to Late's other land. I mean of any of said Martin land over and above the 60 acres mentioned in the title bond of Mr Late to you, and state whether there is any cleared land on the eastern end of said survey, the end next to Late's land?

Ans

David nor I have ever taken or exercised any possession of the Eastern portion of said land next to Late's, and I told Landon not, and he tells me he has not, there is no cleared land out on the end next to Late's

3 Please state what payments, if any, you have made to Mr. Late on the land purchased by you from him, state when they were made and what they were made in. State first the payments on the Bledsoe land and lastly the payments on the Martin land?

Ans. I made the following payments on the Bledsoe land, December 1891. one Black horse \$100.00

June 1893. Fifty bushels of Corn 25.00

Feb. 1893 one yoke of cattle 65.00.

March 1894 one Sorrel mare 110.00

On the Martin land I have paid the following payments. One note on F. A. Maness & others for \$200.00 due Aug 17th 1889. One note on Isham Lawson for \$50.00 due March 10th 1891. Paid Loftin Maness. Administrator May the 18th 1891 \$32.50 July the 3rd 1891 paid C. A. Gibson \$25.00 Bill of paints furnished \$38.37 1892, 7 1/2 Bushels Corn 90¢ \$6.75. Sept- 1892 One yoke of Cattle \$100. 1892 four bushels wheat \$4.00 + 1893 Hopkins Corn 9 bushels \$4.50. (bill of goods \$8.08) paid Rhodes \$5.10 out of the two notes, the F. A. Maness and Isham Lawson ^{note} Late held a note against me for \$123. was to come out of the amount of the notes

4 I notice there is a disagreement between you and Mr. Late in reference to the date and price of the 50 bushels of corn, also, as to the yoke of Oxen which you charge at \$65.00 and he at \$45.00 also as to the sorrel morn which you charge at \$110 & which he credits in his bill at \$100. State all about these several items, giving the full value of each.

Ans

As to the date of the 50 bushels of Corn Mr. Late have, I may be mistaken it might have been in the year 1894. as to the price I sold my Corn that summer either 1893. or 1894 whichever year it was at 50 cents per bushel, and I charged Late the price that I charged others, the yoke of Cattle refered to. I thought at one time

that-I would charge Lata \$100. from the word I sent to him by Mr Hopkins, that on the Blesse land, as my understanding ^{was} when we made the trade that the property if it had to be valued was to be valued against the land but as I put it in my answer at \$65.00 I am willing for them to go at that price. I paid for one of the sters and his mate \$62.50 in good close pay in timber and goods at cash prices, then I took out the worst ster of the two, and put in a better one than either one of the yoke, The Sorrel mare referred to, I swooped a good mule that cost me \$110. and give \$15. cash to boot- and I think Mr Lata sent me word he wanted a horse. I ^{sent} my son James with the mare telling him to tell Lata, that I wanted \$110. for her, and I did not aim to take any less for ^{her} I thought she was worth that price she was a fine looking mare, I swooped for her to work in a one horse feather renovator wagon, she worked well so my man who drive said, and I had her brought home and she worked well in a double plow.

The foregoing answer so far as it details what others said, and what the oxen & mare cost is objected to

(9)

because hearsay; and not responsive to the question — and because it does not state its market value of course. Preliminary & Several

5 Please state if said corn was ~~for~~ the fair value of 50 cents per bushel. the other of the fair value of \$60.00 and the more of the fair value of \$110.00

This question is objected to, because it is its market value, that, must be enquired into. Preliminary & Several.

Ans

I consider the oxen, mare, and corn all, at a fair value at the prices I put them at.

6.. Please state if there was any understanding and agreement between you and Mr Tate as to the price of the 7 1/2 bushels of corn which you charge at 90 cents per bushel if not was that the fair market value of that corn at the time you let him have it?

Ans

There was nothing said between us about the price of the corn before he got it. but I sold over 100 bushels of corn the same year for \$1.00 per bushel. Corn was worth that generally over our neighborhood at the time he got it. it was worth 70¢ and later in the season it got higher.

7

State all about the bill of paints with which you furnished Mr Tate. Have you any order for the same or memorandum of the same. State if you remember

10
The exact cost price of said paints, and
file any orders or memoranda you have
of the same, as part of your deposition
and move the ~~same~~ "Paint for Tate"?

Ans I do not remember of having any conversation
with Mr. Tate about the paints, till after I
had bought them. I might have had, I
got his order I think by the hand of some
one, whom I do not call to memory now.
I sent his order off and got the paints for
him from C. M. McBlung Knoxville. I have
his order. I lost the bill but I have got the
price, the ^{best} I can ~~when~~ I think the oil is
10 cents lower on the gallon than I bought
it for. I was a merchant at that time &
have charged 25 per cent on the amount of the
bill. I file the order of Mr Tate and amount
of bill with my Deposition as part thereof
move "Paint for Tate."

8 In whose handwriting is said order and
all the pencil writing down to, where
the amounts are charged. What kind of
paints did you furnish him, and what
was the cost of the whole bill furnished
before you added your per cent.

Ans In Mr J. M. Tate's hand right. I do not remember
the Brand of the paints. My recollection is that
Billie Fields, ^{from} whom I bought the paints said that-

11
C. M. Meblung did not carry this the Longman
& Martin brand in Stock. I told Mr Tate that
this paint I bought was recommended very
high. He took the paint and I never heard
any Complaint. The amount of the Bill before
I added the per cent, is \$30.70

9 How you any memorandum made at
the time of the cattle and land Trade
and of any payments made by you
if so file said statement or memo-
randum as part of your deposition marked
"Tate Memorandum"

The foregoing question is objected to
because not made in presence
of Tate or his attention called to
the same. Pickens & Sewell

Ans I have a memorandum made at the time
I made it - so I could have something to
show our transactions, as I got no receipt
for the notes I let him have, and I hereby
file it with my Deposition marked
"Tate memorandum"

Cross Examined.

1 How much of the Martin land
did you purchase?

Ans My Contract shows that I was to take from
25 to 60 acres or as much as I chose to take

2 I do not ask you as to the Contract
it speaks for itself - what do you

claim
of the Martin land under your purchase?

Ans I claim as much as five dollars per acre will pay for. after I get Credit for my payments

3 Please answer the question no 2

Ans I think that my payments will cover the boundary surveyed. and I have never made any calculation of that.

4 On the day the survey was made did you not make a rough calculation by adding the side lines together; and the end lines together, and ascertain the boundary thus to be about 81 acres?

Ans I think that myself or Mr. Tate made a rough calculation, and made it something near 81 acres.

5 After you made this calculation, did you ever notify Mr Tate, that you did not claim all the boundary thus surveyed?

Ans I notified Mr Tate in person, that I only wanted what land I had paid for

6 Did you ever do this until after this suit was brought; if you answer yes state when where & who was present?

Ans At the time that we made an effort to settle, and failed last Oct. the time we agreed in writings for Judge Richmond and Judge Morrison to settle for us. I told him, and at a time previous to this I told him, but if any one was present except ourselves I do not remember.

7 Is it not a fact that ~~"dave"~~ "Lander" one of the men you put in possession has cut quite a lot of timber off of the land included in your survey

Ans He is here and will answer for himself but he has cut no timber inside of survey only what he was in possession of before the survey was made

8 Who was he in possession under before the survey was made?

Ans He was in possession under me or my direction of part of this Martin land ever since I bought the land from Late, but this did not include the end of the land next to Late's house

9 When you made the survey, did you not write down the notes thereof and give them to Late, the same he filed with his depts. on yesterday?

14 Ans By his request I did.

10 After that did he not, write and inform you, or inform you personally that there was 87^a. & 20^p.?

Ans I do not-remember whether I had any knowledge how much he claimed there was. Till I saw his bill. He might have told me before what he had calculated it-to be. I Cant-Say positively, I do not-remember to have received any letter

11 Did not you and I Late talk several times about the price of the Martini land and was not the figures talked of between you as that of \$435-⁰⁰ or about that?

Ans He made two or three efforts to settle he might-have married the \$435. but-the most-of our talk was about-the payments that-I had made him,

12 Did Landon, ever cut any timber or otherwise use any part of the land you laid off to "Dave" the Colored boy?

Ans If he has I do not-know of it.

13 Have you not at different times offered to see all the sugar timber on the land you surveyed to E. H. Mancey J. W. Tate and probably others?

15
Ans The most of the Poplar Timber that is on this land is on the west-end as I understand the part of the land that I have felt-Satisfied that has been paid for at least 3 years ago, I have had talk with Creed Moners about the timber but have never agreed to sell it to him as I remember, and one reason that I have not lopt the timber or sold it I have been told that Tate objected to the timber being moved off of the land

14 The question I ask you is did you not offer to sell it?

Ans Creed Moners wanted to buy the timber and I told him that I would see about it - if I sold it to any one I would as live sell to him as any one else is my recollection

15 Please state plainly whether you did or did not offer to sell said timber

Ans If I did it was only timber that I would have sold off of the west end of the land, but if I have ever proposed to sell the timber only in the way I talked to Moners I have no recollection

16 Did not John M. Tate inform you that London was cutting and selling timber off of said land, and wanted to cut a

four & a half tree on the east line. If you answer yes, please state the answer you made to him?

Ans

John M. Tate told me that Landon was selling or talking of selling some Shingle Timber off of said land, but the Chestnut-Tree that I understood him to say he wanted to sell for shingles does not stand on the East-end of the piece of land surveyed, but something near the middle of said land, a tree marked between Dave & Landon, I do not remember what remark I made on that occasion.

17 Please state whether or not Mr Tate told you that Landon wanted to cut a four & a half tree on the east line?

Ans

If he did I did not understand him to say so, but a 4 & a half Chestnut marked between Dave & Landon, west of a sink hole, a good long ways from the East line.

18 Did you ever price the blue & red ax to Tate?

Ans

I did

19 When & where?

Ans

I priced them when we tried to settle our matters, I believe at my house first.

20 What price did you set?

Ans

The same price that is in my answer \$65.00

(17)

21

Then what was your object, in introducing Mr. ~~Haskins~~ ^{Haskins}, to prove that you had sent Tate were that you would charge \$100.00?

Ans

I thought at that time that I would charge him \$100. on Bledsoe land from the remarks he made when we was tra-
ding about the land. He ^{said} if I would buy the land I could pay for it with a chunk of a horse or yoke of cattle at a \$100. each

22

Are you not mistaken in the yoke of cattle that ~~Haskins~~ ^{Haskins} brought the note about? was it not the first yoke the one credited to you at \$100.00

Ans

No Sir I am not mistaken. it was the blue and red steer. the last yoke I let Tate have

23

Please state their, age, size & condition and their fair cash value in the market in your neighborhood on the day he got them?

Ans

One of the steers was I think 7 years old the red steer was going on five I think I think I raised him. they was medium ^{size} my recollection one of them was in fair order. the other steer was in reasonable work order. as I said before I think they was worth the price I charged for them, because I consider I paid that much or more

18

23 What would they sell for in cash, on the day of delivery?
 Ans I think ^{they} would have sold for the price I charged to a man that wanted a yoke of cattle.

Q. 24. What was the first cost. And what the transportation on the bill of lading you sold to Off.

Ans I think the first-cost was \$30.70 I do not remember the freight.

Q. 25. Is it or not in your power to get a duplicate of said Bill and duplicate of said Freight Bill.

Ans I do not know. I have understood that C. M. McClung's establishment suffered in the late fire, and I cannot tell whether I could get a duplicate or not. The freight was mixed with other goods.

Q. 26. When & where did you let the Off. have the Isham Lawson Note. did the Off. give you a receipt therefor.

Ans At the same time that ~~that~~ you let him have the F. A. Maness note. I did not get a receipt for neither note, but kept a memorandum of the transaction.

Q. 27 Please file the Memoranda.

Ans On the 27th day of Feb. 1891 at the time we made the land trade.

19

2u 28 I ask if you can file said Memoranda now made on that day?

Ans I thought I filed it before we adjourned for dinner

2u 29 Did you make that same memorandum on the 27 of Feb. 1891 that you file in your deposition,

Ans I made it at the same time. I cannot say positively whether I made the one of the 7th day of Feb. on that day or made both on the 27th day of Feb 1891

2u 30 What was the \$123⁰⁰ note executed for; and if you say for cattle was that the whole price of the cattle you then bought if you answer no, not the whole price what did you pay the residue in and when?

Ans The one hundred & twenty three dollar note was five for balance on cattle, after I let you have a good Black Horse for \$100. Towards said lot of cattle

2u 31 Did you ever notify Tate how much of the Martin land you would take and what part, and offer to have the same surveyed;

Ans I never did. Only I notified you that I only wanted what land I had paid for of the Martin land.

In 32

On yesterday in the Town of Jonesville in the presence of J. M. Tate James Hopkins and others, did you not state that you intended to keep the Martin land if Tate had allowed you your credit. If you answer no, state what you did say in reference to that matter.

Ans

Objected to mess the place in the Town of Jonesville is more definitely fixed. as the parties on yesterday in the Town of Jonesville had a talk in reference to trying to agree on matters involved in this controversy being requested by Comr Hyatt to make said attempt and anything said while so attempting to agree is not admissible as evidence

See same for Deft.

Ans

I think I said that if I had my just Credits, that I had paid on the Martin land, that I had paid enough to cover what land that had been surveyed on words to that import.

In 33

Please state how long has it been since you made the survey of the Martin land as shown in your notes you handed Tate now "Marked Exhibit", Landon & Dave.

(21)
Ans

I Cannot-Say positively, but-it-has been two, or three years.

Qm 33

Have you or your son London been paying Taxes on that land surveyed by you some two or three years ago. of the Martin land if so how much have you been paying for?

Ans

London and I have been paying Taxes on the Bledsoe land. I never knew that you had any of the Martin land transferred till this last-year and I wrote to Aechy that-if there was more than Sixty acres of the Martin land, that-I did not want-to pay for it- if it-has been paid on more than 60 acres it-has been done under protest-

Qm 34

I notice you say you only intended to keep 60 acres of the Martin land you say you have paid on that land \$361.30. Why did you do this when 60 acres at \$5.00 pr acre, would only come to \$300⁰⁰ explain this?

Ans.

I said that-I only wanted what-land I had paid for, I have not-made a calculation of the amount-that-I have paid on the Martin, land.

35

Do I understand you to say that you had the right take any quantity you pleased of the Martin land after survey by you?

N²

Ans I think my contract gives me the privilege of so doing.

36 I notice you say that you paid a black mare \$100. and executed the \$123 in the purchase of the lot of cattle. What was the price of the cattle thus bought by you?

Ans Two hundred and twenty three dollars

37 What was the date of this trade?

Ans The cattle trade was made on the 4th day of Feb. 1891. If I am mistaken and I do not think I am.

38 Is that the same day you let him have Isham Lawson note?

Ans I let him have the Isham Lawson note and the H. A. Maness note the same day, which was on the 27th day of Feb. 1891

39 You state that, the Maness note and Isham Lawson note was paid on the Martin land after discharging the \$123 note is that correct?

Ans The remainder of the two notes was to go on the Martin land after the \$123. was deducted from the amount

40 I notice in the memo you file, an item of 1 bull at \$20, do you say you got that bull at \$20 at the same time of the cattle. Feb. 7. 1891?

23

Ans The bull I speak of was purchased at the same time. I bought another bull since that time from Loh

41 Why was the bull charged separate from the other cattle?

Ans It was a separate trade after I had bought the other 27 cattle

42 I notice you say that you have paid on the Martin land after deducting the \$123⁰⁰ in all 357.30 - Is that your claim in full?

Ans I have not got my figures together on the payments on the Martin land but I think that I have paid over \$400 on the Martin land.

43 Have you paid any more than the items you have mentioned by:

Isaac Lauren note

Maness note

~~\$220~~ ⁵⁰ as you say

Maness estate

32.50

Gibson order.

257.00

Print bill.

38.37

Corn

6.75

Yoke oxen

100.00

and item of wheat

4.00

" " " Corn

4.50

" " " Goods

8.08

" " " W.B. Rockes acct

5.10

as stated in former part of your
clerk - If you concur yes give

the additional items and dates of payments?

Ans I do not at this time remember anything else.

44 If I calculate this aright it would leave paid on the Martin land \$357.30 is that correct?

Ans when these amounts are put together with interest on the Lawson & Maners notes, the way the calculation is made amounts to about \$381.

45 Then you claim enough of the Martin land to pay this at \$5 per acre. Is that correct?

Ans I claim more than that. What do you claim?

Ans I claim what is just and right on absent and Minor heir of Joseph Blodson Deed.

46 I am talking about the Martin land now, and the question is so put it - and I repeat it that not what you claim on the Martin land.

Ans We claim a deduction from the Blodson land on account of these heirs whose deeds Tetu has not got - and for that amount to increase my payment on the Martin land.

(25-)

47 Then you claim more of the Martin land than \$381.30 would pay for at 5 $\frac{1}{4}$ per acre - what do you claim the loss of the Bledsoe interest to be?

Ans I claim it to be \$55.55.

48 Then putting at your figures; and adding \$55.55 to \$381.30 we have \$436.85 or 87 $\frac{3}{4}$ acres of Martin land is that correct? and is that what you claim?

Ans There will be some interest on the Martin land, according to the payments that have been made, and I could not would not say till a neat calculation was made how much of the Martin land, the above account would take at \$5.00 per acre.

49 If the above payments as claimed by you is correct; then the no. of acres would be 87 and over would it not?

Ans If my account amounts to \$436.85 when settled on, then it would come to 87 $\frac{3}{4}$ acres of the Martin land at \$5.00 per acre.

50 I notice you file a bond executed by Tate, for a conveyance of these lands and the bond uses this language that said Tate is to make "or cause such title as is vested in him by deed from the heirs of of Joseph Bledsoe deceased and a warranted title to all of the Martin land &c

26
at the time of the trade, did not
the said Lata show & read you his
deed, from said heirs, the same here
shown you, if you answer yes
file said deed with this your dep.:

Ans

I think Mr Lata showed me this deed
or one similar to it: he claimed that he
had bought and had title to all the heirs
except one that was somewhere in the west-
and that the land had been sold by the
heirs to satisfy a debt against the Estate
of Joseph Bledsoe which I understood
from Lata's conversation that he had
a judgment lien against the said
Bledsoe's Estate. Lata said this missing
heir who had gone west if ever came
back was bound to pay her pro rata
part of the debt: under this information
I thought she would be bound to pay her
part on the amount of the debt if she
claimed her part in the land. I find
since the trade was made that Lata
never had any judgment lien against
the said Bledsoe land; as to the minor
heir of Joseph Bledsoe Deed. by his last-
wife Lata never named to me, and I
never knew there was such an heir
until a long time after the trade was

made. Thomas More I think was the man that first told me. The ^{reason} I told Late that I would take such title was from the fact that I thought the land was subject to a judgment lien. I file such and so requested marked (Deed)

- 51 Did you not agree to pay and do you not owe Mr Tate \$1.25 commission he had to pay on a debt to Evan Bledsere which you agreed to pay \$25 for a bull a debt Tate owed E. G. Anderson and you failed to pay?

Ans I said if he had to pay any cost on my failure to pay for bull at the time I would pay it.

52. Do you not owe Tate \$10.00 for services he rendered you as Commissioner in making the partition of the Loftin Maness estate? and which you agreed to pay.

Ans I told Tate if he would go with me and help find the corners, and assist me in making plats and so in the partition of the Loftin Maness Estate. If the heirs did not pay him that I would, and I believe he said that his work was worth at least \$10.00 but I understood that the heirs to wit Lu Duncan Tommy More & Anderson was to pay him.

At the time the manass land was surveyed, did not Mr Tate hand you two Tax tickets against said estate for collection - The tickets I now hand you - That is were they not given you in 1891 or 1892, and did you not hold said ~~tickets~~ ^{Tickets} and not return them until ^{last Oct.} ~~a few days~~ ago. If you answer that these are the tickets please file them with your depo?

Objected to because there was no duty upon Mr Robinett to collect said Taxes for Mr Tate. And if Tate voluntarily entrusted him with the collection there of and he lost by it, it is his own fault
Duncan for Dep't.

Ans

Some time after I bought this land from Tate, he told me that he owed the Manass Administrator a note of \$32.50. He said he wanted me to lift the note on our land matter, and he give me some Tax tickets he said, and wanted me to get the Admin to take them. I named the tickets to the Administrator he would not take them I lifted the note for Tate. I told Tate long ago that I had lifted the note, but Sloan the Administrator would not take the tickets

I never saw the inside of the tickets that I remember, therefore I cannot file them with my deposition. I gave the due bill and if it has ~~been~~ ^{been} settled, I do not remember. I see it has a credit of Two dollars on it to which I am entitled.

Re-examined

1 When you were on the stand on yesterday I forgot to ask you the following questions which I now desire to ask you. Mr Tate in his bill and in his deposition, states that you agreed to assign him a judgment on William Wells for an improvement on said land, and that you have failed to assign the same to him, tell all about this?

Ans When I bought the land from Tate, on the Martin land there was an improvement that Tate said he ought to have \$20.00 for. I told him I could not give it. we talked some about the matter, at last I told him that I would give him the judgment that he took against Bill Wells, in favor of Robinett Tate & Jarvis, which I did not think was worth anything that it ~~was~~ ~~worth anything~~ and he thought so little of it that he has never called for it. This answer is objected to because it contradicts the written assignment.

Ordinary Success

2 If Mr Tate had ever called on you for the Wells judgment would you have delivered it to him?

Ans I would;

3 Did Mr Tate collect the same Lawson note?

Ans He told me that he had some arrangement with Lawson that he thought he could get it when I let him have it; and as he has never returned the note I presume he has,
And further this deponent with note

J. P. Robins

London Robins another witness of lawful age being duly sworn deposes & says.

1 Do you live on the lands or any of them purchased by Ira P. Robins from J. M. Tate, if so on what part do you live and who put you in possession thereof

Ans. I live on the part called the Joseph Bledsoe land. Ira P. Robins put me in possession of the land; I think I went into possession the 17th day of April 1892.

2 At that time or at any time thereafter did he put you in possession of any part of what is called the Martin land. If you answer that he did, state what part of it.

Ans. The same time I went into poss-

31
cession of a part of the Martin land,
North of the ridge, rather,

3 Where you present where Mr Robinett surveyed said land.

Ans Yes Sir when he ran the Martin land out.

4 What instruction, if any, did Mr Robinett give you in reference to your control or possession of that part of said Martin land nearest Mr Tate's land

The Aff. objects to this question as it has a tendency to prove self serving statements, and further its irrelevant and immaterial in this issue.

Geo. M. Tate Aff.

Ans He told me after he made the survey not to use any timber on the East end until Tate & him settled.

5 Have you sold or attempted to sell any timber on that end of the Martin land or exercised any other acts of ownership over it. if so what?

Ans No, Sir I have not I have not used any timber off of it. at all. I have not exercised any ownership any way whatever on the East end.

6 Did you aid Mr. Joseph Wallace in making a fence for Mr Tate along near the Martin land, if so please state where the timber

came from that was used in said fence?

Ans Yes Sir I hope so. build a fence there part ^(the timber) of it, come from one side of where they run the line and a part the other.

7 How much of the timber came off the land included in the survey made by Mr Robinson as above stated by you?

Ans I remember of cutting one Oak and a chestnut tree on said land, which ~~would have~~ made about 175 rails

8 How these two trees cut by your direction if not how did they come to be cut and used in said fence?

Ans They were not - Mr. Waller went to see Mr Tate, and came back and said that Mr Tate said that if I would furnish half or a part of the timber that the fence might be a partnership fence. I told him I had no control of that land down there. That I only came to the top of the ridge where a stake was.

9 Did you at any time ever offer or wanted to cut a "fore and aft" tree on the east line.

Ans of said land
I did not.
Examine
Does By Deff.

2nd (1) Please State as near as you can the survey, as made by your Father when he ran the Martin land. State where he began and where he ended?

Ans We began at a chestnut oak on the west end of land thence southward 15 poles to a hickory & dogwood, then Eastward to an oak & locust, then northward to the top of the ridge to a chestnut stake, then to a corner of Mr. Tate's two chestnut oaks, ~~then~~ and this was all the actual surveying made.

~~Ans~~ 2nd. 2nd. Now in running the East line on the south side of said ridge from the Blackoak & Locust, did we or not pass a large chestnut on the line and mark it a fore & aft tree between your Father (Ira F. Robinson) and Mrs. M. Tate; and has or not that tree been regarded ever since the survey was made, a line tree between Tate & Robinson.

Ans. Yes sir, when we started we ran to this tree as a sight tree, but if it was marked

I do not remember it, passing this tree we ran to the stake on the top of the ridge which ^{is} a distance of some 10, 12, or 15 poles, and this tree has as I understand it, ~~has~~ been held as a line tree between the parties ever since.

Qⁿ 3rd Now Landon did you or not, at any time since you were aware that, that tree above referred to, was a line tree, offer to sell to any one the said tree for shingle purposes.

Ans. I did not.

Qⁿ 4th By same. Is the stake on top of the ridge referred to, being 10, 12 or 15 poles from the chestnut tree, on the east end of survey made by your Father, in laying off said survey?

Ans. It is.

Qⁿ 5th By same. You state in a former answer that you had no contral of the land on the south side, but on the north side from the stake on top of said ridge you did contral. Please state what is the next corner from the stake on the survey on the north side of said ridge.

Ans. The chestnut oaks.

2nd 6th By Same Is or not this corner on
two chestnut looks, from the stake corner
the extreme north east corner of
said survey;

Ans I understand it that way.

2nd 7 By Same. After the survey was made
by your Father, did he or not some
time afterwards come on the premises
with Bro. M. Tate Anderson Moore, Joseph
Fugate, yourself, and David Robinson (the
Col. Boy) and divide the lands both
the Bledsoe land and the Martin
land, between your-self and the Col.
Boy Dave. If your answer be yes.
Please state when ~~he~~ began and
where he ended in making the
division line of the survey, and when
~~it was~~ it was

Ans He did divide the land between me
and Dave, I don't remember that
Joseph Fugate was present, but
the other persons mentioned
were present. He began and
divided the orchard, then down
~~the~~ a beech stump near a branch and
down the branch opposite a big gully
then with the gully up to or near a
chestnut snag ^{then to} at a poplar tree on the
west end of Bledsoe land, this divided

the Bledsoe land, the Martin land was divided so as to give Dave one pole on the west end then to a Chestnut oak marked then to a large Chestnut on top of a spur of Newmans Bridge then with the top of said ridge the highest ground to the East line on the top of the ridge to a stake. The North side was laid off for me and the South side for Dave.

Q. 8 By Sam. How long ago has it been since the partition was made by your Father;

A. I don't remember exactly, but I believe it has been 2 or 3 years ago and possibly longer.

Q. 9 Have you exercised ownership, and held possession of that portion laid off to you ever since the partition was made.

A. I have used the west end, but haven't used any of the East end.

Q. 10 On what portion of the land that was layed off to you, is the cleared field on the East end or west end.

A. It is more on the East end, but part of it I think is on the west, I never measured to ascertain this exactly.

(37)

Qⁿ 11. How far is it from the two chestnut oaks on the north East corner of the Survey to the cleared field;

Ans- I don't know that.

Qⁿ 12 Please give your best estimate ^{of the} distance

Ans I don't know this distance exactly but suppose it is 10, 15 or 20 poles.

Qⁿ 13. Now Landen if the line on the north side of said Survey ~~be~~ ~~xxx~~ from the two chestnut oaks on the north East corner of said Survey ^{be} 65 poles to the chestnut, in or near the head of a hollow, where you recently shown to me west of the cleared field, and near where you erected a new fence and ~~xxx~~ from the chestnut to the west end on the chestnut oak near the road be 88 poles added to the 65 poles equals 153 poles. Now if the cleared field be only from 10 to 20 poles from the East line where would the field be on the East or west end;

Objected to because, it assumes facts as proven that are not proven, because it goes outside of the testimony, and wants the witness to base his testimony on some fact shown to appear in the

2
m

The country, and no where shown in the evidence and because the Court is equally as competent to make calculations as the witness, and because the question is so obscure as that no witness can understand what is being asked for.

Duncan for Deft.

Ans. If these measures be correctly stated it would be on the East end.

Q. 14. How long have you been occupied and cultivated said field?

Ans. I have been in possession of it, I believe ever since 1892 I cultivated it ever since I came there, I think in 1892.

Q. 15. Have you cut and sold any timber to any one, on the part ~~sold~~ to layed off for Dave the col. Boy since the partition was made?

Ans. I have not, if I understand the division line.

Q. 16. Where does the ^{most} Saleable, and Marketable Poplar timber stand on this survey, on the North side or the South side of said survey, (I mean the Martin land)

Ans. Objected to because immaterial and irrelevant.

R. T. Duncan, Atty
for Deft.

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Ans The most of the poplar timber
is situated on the south side.

Qm 17 How much of the Martin land
have you, your Father or Dave. been
paying Tax for since the survey
was made?

Ans - The tax ticket shows we pay on
2 tracts both 142 acres, I don't
know how ^{much} of this is on the
Martin land.

Qm 18 By same If the Bleasoe land be 75
acres one of the tracts. Please make
the calculation and see how much
the remainder of the Ticket would
be, and you can further state whether
or not you pay any Tax on land
other than the lands your Father
purchased of Tate the Aff. in this
case in Lee county;

Ans From the calculation I make there
would be 47 acres, I do not pay
tax on any other lands except
those purchased from Tate by my
Father in Lee County.

Qm 19 By same I now ask you to file Tax
receipts for the year of 1894 and 1895
as paid by you as part of your Deposition
and Mark them Exhibit. Tax receipts;

Ans - I have exhibited the tax tickets against

Ira P. Robinett for 162 acres of land for the years 1894-5 paid by me but I decline to file them, because they are my private property. I do not object to filing copies of them

Q. 20. Did you Foster Ira P. Robinett before this Commissioner and before you, and C. J. Duncan refuse to have the tickets filed as a part of your deposition and say they were his property and he did not want them filed?

Ans. - He did.

Q. 21. Then as you don't file them, have you or not been paying Tax on the Martin land ever since the year of 1894?

Ans. I have and the two tickets just referred to shows that I have. Paid taxes on ² tracts of land.

Q. 22. Please state if you paid the Taxes on the Bledsoe land the first two years that you owned it - 1892 & 3.

If you are not who paid it?

Ans. I think I did and now show you ticket showing payment on Bledsoe land for 1892 by me - I think I paid most of tickets for 1893 and Dave paid the remainder and

41

has the ticket.

Re-examined

1 Did you have the lands upon which you have paid the taxes for the years 1894 & 1895. Transferred on the commissioners books from Tate to your father, if not do you know who did?

Ans I did not, nor do I know who did. Mr. J. M. Tate has just now said in my presence that the first time the Comr. of the Rev. came around assessing lands after said survey was made and asked him how much land he had chargeable with taxes, that he had deducted said amount from his lands and the same charged on books to Mr. J. P. Robnett as this was all he knew ^{about} how to arrange it.

2 Please state whether or not your father protested against paying taxes for more than 60 acres of the Martin, and if you state he did state how and when, he protested.

Ans He did protest and objected to paying such taxes and it is in writing which I now file as a part of this my deposition and was when

22

I lifted the tax ticket of 162 acres for the year 1895: and I do not now remember the date. I showed the writing to Mr. Keely at the time the writing is marked Keely.

The Plaintiff object to the filing of said paper from the fact it is not dated, and as the witness does not remember the date.

Jas. M. Tate Deff.

with claim
98c

And further this witness saith not.

Lunden. C. Robinett

The further taking of depositions in this cause is by agreement continued until Friday 28th May 1897, at place mentioned in Caption.

J. A. G. Hyatt
Clerk.

(Election over)

May 28th 1897

Met pursuant to adjournment present Deff and Defendant and their attorneys.

Emmet P. Seymour a witness of lawful age being duly sworn deposes and says.

Ques

By Defendant

- 43
1. Do you know what ~~the price of~~ corn was in the year 1892. State anything you may know about the price your father paid Mr Tate for corn that year if he bought any from him?

Ans I can not say positively, whether it was in 1892 or not, but somewhere like 4, 5 or 6 years ago, I know that my father gave Mr. Tate 2 days work for one Bu. corn, the work was rated at 50¢ per day.

- 2 Please state, if you ^{know} where Tate got the corn, he sold your father as above stated by you?

Ans From Mr. Ira P. Robinett I suppose.

- 3 If you ever heard Mr. Tate say anything about Robinett and the probability of his taking the east end of the Martin land state what he said and where it was?

Ans. I have heard Mr. Tate say that if he knew that Mr. Robinett would not take the far end, (I suppose the East End) of the place that he would have an other new ground cleared this was near a field which I cultivated on Mr. Tates land, the land spoken of by him, to be cleared, was a basin

Ques

Examined by Plaintiff
The foregoing deposition is wholly

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accepted to By The Plaintiff as it is
wholly Supposition and uncertain.

Jno. M. Tate Plaintiff

Q. By Plaintiff You will please state how
you knew what I gave your Father
for work. and how you knew I got
corn of The Sift.

Ans. I heard you tell my father that you
would let ^{me} have corn at a bushel
of corn for two days work, and
I heard you say that you did not
have corn at home and that you
was getting it of Robinett.

Q. 2 How long ago has ~~this~~ it been since
your Father's decease.

Ans. It has been I cannot be positive about it,
but my best judgment is that it has been
about 3 years ^{or going on 3 years}, I have a record of his
death at home.

Q. 3 Did you ever know of me (The Plff.)
exercising any owner-ship or using
any timber off of The Survey Robinett
made west of The east line,
I have not.

Ans -
with claim
50c

And further this witness saith not
E. P. Seymour

Le. F. Marcell an other witness of lawful age being duly sworn deposes and says.

1. Did you ever hear ~~Mr~~ Tate say anything about the price he was to pay Ira P. Robinett for the said mare; if so state what he said?

Ans. About 3 years this September coming we were going through the fields were the mare and colt were and Mr. Tate was bragging about what a fine colt he had, and I asked him what that mare and colt had cost him, and he remarked that Ira wanted \$110.⁰⁰ for her, but did not say that he had or would give it, he only said Ira wanted \$110.⁰⁰ for the mare.

2. Did you ever have any conversation with Mr. Tate in reference to some timber which you had purchased from Landon Robinett ~~on the West side of~~ ^{on} the survey ~~of the survey~~ made by Robinett & Tate if so state when it was and what Mr. Tate said?

Ans. I have or did have a conversation with Mr. Tate about the timber I had purchased from Landon in which he said for me not to buy the timber as I now remember and I told him him I had

already bought the timber, he then told me not to remove it, and I told him I had already moved it, he then said for me not to pay him for the timber and that he and Ira Robinett were going to have an arbitration about it concerning this land and he did not know how about it.

3. Where was the timber located which you had purchased from Landon Robinett

Ans It was located on the west end of the land known as the Martin land.

4. In that conversation or any other, did Mr. Tate state anything about the amount of land Robinett was to take or was going to take, if so, state what he said?

Ans My recollection is that he said Ira had about paid him ~~for~~ the Joe Bleedsoe farm but he did not ^{what would be the result of} know ~~xxx~~ the other. This is my recollection of what he said.

5. By way of refreshing your memory, did not Mr. Tate say, he did not know how much of the Martin land Robinett would

49

look or words to that effect?

Ans I don't recollect that he did, he only said about what I have told you as I recollect it.

6 Did you ever hear Mr. Sale say anything about the blue & red oxen and what he was to pay for them. Tell what he said and what he did with said oxen?

Ans I did hear him say that Ira had been paying him some property on the land he had sold him and stated that he had got a yoke of oxen of him ~~(a blue & red ox)~~, that he had kept them about 2 years and had sold them at the price of \$5.00 what he had given Ira for them, I don't remember that he said any thing about them being a blue & red oxen, he said he was not going to take any more property at such a price on the other land that he had taken these oxen on the Bledsoe land.

7 What was the name of Joseph Bledsoe's last wife and is she still living?

Ans Joseph Bledsoe's last wife is named Margaret, and was alive when I saw her last, something like 2 or 3 weeks ago.

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& Examine. By Plaintiff

1. Q. By Off.

Is it not a fact that I had this conversation about the Bledsoe land that I, ^{had} taken of the deft. property at a very high price on the Bledsoe land, and that there was a dispute about the price of a lot of cattle between myself and the deft. about the price of said cattle, and that Probins the deft. wanted to charge me as much for said cattle as I got for them after I had fattened them, and further did I not also say to you at the time that the Bledsoe land was in a manner paid for, but if I took any property on the Martin land I had to have it at cash value.

Ans-

My recollection is, that you said that you had taken the cattle & kept them about 2 years and fattened them and had to take what you had given for them, or what you had charged for them, and Mr. Tate said he had taken property at a high price on the Jec. Bledsoe land, and I think he said that he had agreed to take property on the

(49) Bledsoe land, but had not agreed to take property on the Martin land.

2 How long has it been since you and I had a conversation you have referred to;

Ans. I think it was some time in last February.

3 Did I or not tell you at the time you refer to. tell you that the Deft. had told me to tell Landon not to cut or sell any more timber off of that land, and that my opinion was the Deft. would trouble you about it - that the land was not here for and that Deft. wanted to utilize said timber in payment of said land.

Ans - I don't recollect that you did tell me that the Deft. told you to tell Landon that, but I think you told me that when the Deft. was running out the land, he stated or told Dave & Landon that he, Deft, wanted the timber to help pay for the land.

4 Did Mr. Robinson Landon his son or the Col. Boy 'Dave' ever show you the division line made by the Deft.

50

between the Landon & Dave of the Martin land.

Ans - When I bought the timber from Landon, he refused to sell me a certain tree which ^{he} said he thought was on Daves side and spoke of a line between him and Dave - This tree was located in a hollow near the west end of the Martin land, the timber I cut and got was not over 40~~x~~ yards from this tree and on the south side of the ridge

5

Now Mr. Maness if the division line of the Martin land began between the boys at Suncans & Mores corner or near ~~there~~ ^{in the top of} said ridge, and thence up said ridge near the hall road, that leads up said ridge North East, in the direction of what is known as the Stone pile, on top of said ridge where would this timber you bought of Landon be located on the south side of said line or the north side of said line;

Ans - It would be on the south side of said line something like 30 or 40 yards.

5) In 6. Please State if the Dft. ever offered to sell you the Poplar timber or either of the boys off of the Martin land. If so or your answer ^{be} yes. Please State where the most of the Marketable timber is located on said survey.

Ans. I proposed to buy the timber on said land and Mr. Robinson said he would give me ^{of it if he sold it} the refusal, and would come down and we would look at it. The valuable part of the timber as I have found it is located near north of Anderson Moors house on the South side of the ridge near the line the parties run between them and said Moore.

2 7. Now if the Division line is on the top of said ridge as you state in your answer to question no. 5. Will or not Landon Robinson sell you timber on Davis The Col. Boys. portion of said land. as laid off. By the Dft. to him,

Ans. If the line is on top of the ridge of course I bought timber of Landon on the other side of the ridge and on Davis side.

5-2
Examined by Deft-

Question 1

Would you consider the bulk of this timber on the Western middle or Eastern part of this piece of the Martin land.

Ans.

My idea is that the bulk of the timber is in the middle of said land on a middle line the greater amount of the timber lies on the west of such a line.

8

Is there or not timber all along the whole length of the survey, and if you answer yes. Please state if when you proposed to purchase said timber of the Deft. did he say to you that he only claimed a part of said timber and if so what part he claimed and where located. and then you may further state whether or not the cleared field is located near the North East corner corner of said survey. and how long the Deft. has held possession of said fields.

Ans -

There is I guess some scattering trees all along the survey, when I proposed to buy said timber the Deft. did not claim any certain boundary of timber nor how much or any

53

thing about it, the cleared field
is as I understand it is near the
North East corner, but not exact-
ly in the North East corner and
I think Mr Robinett has had
possession of said field since
1891.

with claim
2 days 1.00
mileage 64
\$ 1.64

And further this witness saith not,

L. F. moness

54

5
James Robinett, another witness of lawful age being duly sworn, deposes and says.

- 1 Are you the man by whom Ira P Robinett sent the correll mare to Mr Tate, if so please state, ^{at} what price you were directed to deliver her to him, what you said to him, about the price, and what representations, if any, you made to him as to her work. State all about it?

Ans. I am the man who took the Correll Mare to Mr. Tate, Mr. Robinett told me to tell Mr. Tate that he asked \$110.00 for the mare. When I arrived at Mr. Tate's I told him what my father said. Mr. Tate looked around the mare some and said "Shaw" I will only give Ira \$100.00 for this mare and took hold of her and led her off, this is all he said as I remember. If I made any representations to Mr. Tate about the mare's work I don't now remember.

- 2 Were you acquainted with the blue and red oxen which your father let Mr

52

Late horse, if so state their ages, and
 their fair market value at the time said
 Late got them?

Ans I know the cattle, the blue one was
^{about} 7 years old, the red one was from
 4 to 6 years old. I do not know
 their value at the time Mr. Tate
 got them as I was not in
 this Country at that time.
 Cross Examined.

When you told Mr. Tate what
 your father said. Did not Mr.
 Tate tell you he would only give
 \$100 for the mare, and for you to
 tell your father so. And did you
 not so leave the mare with that
 understanding, and tell your
 father what he said?

Ans when I showed Mr. Tate the mare, as
 before stated he said he would
 give my father \$100.⁰⁰ for the
 mare and I did leave the
 mare with Mr. Tate and ^{he} told
 me to tell Ira he would only
 give him \$100. for the mare.
 and I reported or told my
 father what Mr. Tate said.

And further this witness saith not.

J. J. Robinson

Witness
 Claim
 2 days 1.00
 Mileage 80
 \$1.80

57

Ira P. Robinett being recalled testifies as follows.

- 1 Please state all about the Isham Lawson note of \$50.⁰⁰ transferred by you to Mr. Tate, what you transferred it for and all about it? And in this connection state when you transferred said note to said Tate and whether or not it was still in your hands and your property on the 25th day of January 1891?

Answer

I bought 28 head of ^{Cattle} of Tate Feb 7th 1891, which amounted to \$223.⁰⁰ I paid him one horse at one hundred dollars, executed my note for the balance which was \$123. I think I spoke to him of having a note on Isham Lawson for \$50. but I do not think I had the note with me at the time. we talked of the land trade along about that time, and when we closed the land trade, ^{or before we closed it} Tate agreed to take the Lawson note and a note on F. A. Monroes for \$200. and Tate was to give me credit for the \$123. note I give him for Cattle and let the balance go on our land matter.

56
I had no track with Latu for several years
previous to this cattle and land track.
And I am as positive as I am that
I am alive this morning that on
the 25th day of January 1891. That
I had the Isham Lawson \$50. note in
my possession. I Received a letter from
Isham Lawson, I think in July or August
last, and he wrote that the note was paid by
him to Latu may the 25th 1891
And further this witness saith not

J. P. Robinett

The foregoing depositions
were taken sworn to and
subscribed before me at
the times & places mentioned
in Caption J. A. Hyatt
County

Robinetts Del

Defendants

Witness Costs

J. A. Hopkins	50
Landron Robinett	98
E. P. Seymore	50
C. F. Maness	164
J. S. Robinett	180
	<u>\$5.42</u>

W.
Mr. R. Aely

Dear Sir

If there is 2 tracts
of land charged to me one 75-
the other 60 acres that is all
right- but if there is more
charged I do not want to pay
it-

Yours truly

J. P. Robinson

"Nelly"

John M. Tate

vs
Ira P. Robinett

In Chancery

Courts Office June 1st 1898,

To the Hon. W. T. Miller, Judge of
the Circuit Court for Lee County Va

Your undersigned Court,
In obedience to the requirements
of a decree entered in the above
styled ^{cause} on the 3rd day of March 1897,
gave the parties in interest notice
that on the 20th day of May 1897, at
the Law Office of Col. L. T. Duncan
in the town of Jonesville Va, he
would proceed to take such
evidence as either party might
desire or introduce in this
Cause, as the depositions filed
in this Cause show, the same
were commenced on said time and
at said place, but continued
and continued from time to time
and was not completed until
the 23rd of May 1898, since
which time I have been closely
engaged reading and studying
the proof in this Cause, down
to the present time, and have
at last arrived at the following
Conclusions viz.
From the deposition of Thomas

See Bond of
Tate to Robinett
filed with
Robinett's Ans.

Moore (Tate's Depo) pages 38 to 44,
Tate own deposition and the Contract
itself here in filed, it is clearly shown
that Ira P. Robinett purchased the
Bledsae land by the boundary at
the price of \$300 and that it was
supposed to contain 75 acres, that
this sum of \$300.00 was to be paid
annually without interest in prop-
erty at a fair price. Tate in his
bond to Robinett only binds him-
self to make such title as is vested
in him, by deed from the heirs of
Joseph Bledsae dead, which deed,
it is proven, was shown to said
Robinett and its provisions explained
to him at time of trade, hence
your Commissioner charged said
Robinett with \$300.00 the ~~amount~~
agreed on as the purchase price
of this land, as of Feby 27/89.

See Statement "A" and have
given him credit for Black
horse Decr 1891 at the price of \$100.00
with Yoke of oxen Sept 1892 at the
price of \$100.00 and with \$100.00 as
the price of ~~Samuel Moore~~ March 1894,

Soon after the time the last
payment was to be made on this
land; It appears that Mr. Robins^{on}
desires to liquidate this Joseph
Bledsoe land indebtedness by
crediting a yoke of cattle at the
price of \$65.00 ^{le. A. Gibson order}
of 25.00 and saddle mare at the
price of \$110.00 ^{and saddle horse at \$100.00}. It matters but
little what credits are applied
to this particular indebtedness, but
I have applied those made
at or near the time the payments
were to be made. and in the
kind of property agreed to be
taken. I only allow \$100.00 for
the saddle mare, because the
agent for Mr. Robins^{on} or the per-
son by whom he sent the mare
to Tate, left her with Tate who
declared to him, he would not
allow or give for her more than
100\$ and that he so informed Mr.
Robins^{on} who, it is not shown
made any objection, and because
it is proven that the mare did
not give satisfaction as to work &c
These credits fully square the

purchase price of Bledsoe land,
and there is no dispute as to the
price of Black horse, nor is there
any disagreement as to the price
of Oren (100¢) but only one yoke
is claimed to be worth \$100.00 and
as before stated it matters but
little what particular credits is
applied to this matter.

This in the opinion of your
Commissioner disposes of the
Bledsoe purchase,

We now come to consider the
purchase made from the Martin
land, over which, it is easily
seen, the most of this controversy
arises.

The contract made and
entered into between the parties
on the 27th day of Feby 1891, and
witnessed by Thomas Moore, should
have much to do, and be carefully
considered, in adjusting the
matters of difference between
these parties, as well as the bond
given by Tate to Robinett executed
on the 26th Feby 1891 and filed with

Robinetts answer,

These contracts show that Robinett was to have from 25 to 60 acres off this Martin land or such amount as he should choose to take and that he Robinett was to survey the same soon.

The evidence shows clearly that this survey was made by Robinett and Tate, and also shows that they did not at that time make a close calculation of the area of the survey made by them which had they done ^{so} all this trouble would likely never existed.

Some efforts were afterwards made by the parties to determine this matter but to no avail, they would not pull together, one would measure and calculate, then the other, always having a small difference, hence your Commissioner took L. M. Larnard the County Surveyor and went in person on the boundary of land in dispute, after giving the parties due notice thereof, in Jan'y. 1898, said Surveyor, surveyed said

boundary of land first by surface measurement ascertaining the area by this method to be $83\frac{3}{4}$ acres, and also at the instance of Mr. Robinett surveyed the same by horizontal measure ascertaining the area by this measurement to be $79\frac{1}{2}$ acres. The corners were clearly marked and no dispute in the least arose about the boundary which had been surveyed by Robinett and the same partitioned between two persons by him, much more much of the evidence in this cause goes to prove, what portion of this land was accepted or taken possession of by Robinett under his contract, which might have been left off, because when the men went on the ground they did not disagree as to corners which they had established themselves in the presence of several of their neighbors, Anderson Moore & others. And as the first survey made by them was surface measurement, and no

doubt arises, but what at the time of trade and the time of this first surveying of the land no other measurement was thought of by the parties, this manner of surveying being the custom of the section of Country as shown by the depositions on this subject, Your Commissioner concludes that this was the intention of the parties at the time of trade as well as time of first survey by Robinett, hence I adopt this method and charge Robinett with $53\frac{3}{10}$ acres of land at the agreed price of \$8 per acre making \$416.50, and I charge him also with \$20.00 on account of a Judgment of that amount on - Wells, which he agreed to sign over to Sate, (shown in Contract) and Robinett admits in his deposition, that he had never signed over said Judgt, hence upon this failure he became liable to Sate for this amount, from the contract, the

depositions on this point, it is shown that this was agreed to be done by Robinett as an additional payment for this land above the 5¢ per acre. Had he signed over the Judgt as he agreed to do, let it be ever so insolvent at the time or afterward that could not be his fault, but his failure to do so, makes him liable, as shown in Statement A the total cost of this land amounts to \$436.50. Upon this I first give credit, as of Feby 27th 1891, for Bal. F. A. Mauss note \$100.00 and then with \$13.82, which is a bal I find due Robinett from Tate in adjusting the best I could a private or different account other than this land matter, by reference to Special Statement herewith filed marked "B". I undertake to state and adjust this private account between the parties with but little reference to time or interest, I charge Tate with

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\$118.00 as bal of F.A. Marvess note after having given Robinett credit for \$100.00 on land matter, which accounts for this note of \$218.00 including int. turned over to Tate by Robinett, I then charge him with \$32.50, the amount of his note to the Advr of Soften Marvess for this amount, lifted as paid off by Robinett, with \$9.42 the amount of a store account Tate admits in his deposition he owes Robinett, although Robinett only claims \$8.08 and I also charge him with the price of Bull No. 2 which Robinett paid him - I give credit on these charges for the \$123.00 note Bal on cattle, given Tate by Robinett 7 Feb 1891, but not due until Decr. 1891, but drawing interest from date, I also cancel and mark paid said note, I then credit the due Bill of \$7.00 and 28¢ interest as above, with a fee Bill of \$4.07 paid by Tate for Robinett to myself & others, Robinett by a Contract a copy of which is here filed marked "R", having

bound himself to pay all claims against the firm of "Robinetts Tate & Jarvis, then I give him credit for \$10.00 for services rendered J. P. Robinett as Surveyor & Comr. in dividing Maness land which amount Robinett in his own deposition states he was to pay if the heirs did not do so.

and with \$25.00 the price of Bull No. 2 paid Tate by Robinett, resulting in showing said sum of \$13.82 due Robinett, this I will add is not on may not be a correct statement of these separate dealings between the parties, but it is the best I can do with the evidence before me

In this connection Mr. Tate claims to have turned over to Mr. Robinett some claims for taxes paid on Maness Estate amounting to \$9.70, which claims Mr. Robinett returns to him, but long after he was intrusted with them, with the information that Maness's Adm would

not accept them because of them
being out of date, I do not allow
Mr. Tate credit for these tickets
because they were returned and
not accepted by said Admr., and
I give him credit for \$1.75 some
costs he paid on Bull account
which Robinett admits he agreed
to pay. These credits reduce
the sum charged Robinett to
\$322.68 as of date of trade Feb.
29th 1891, although part of the
private account transactions
took place some time after
this date, but no great injustice
is sustained by this adjustment
on this bal, I charge interest
to July 3rd 1891, when the Gibson
order was credited (\$25.00)

The time of the various small
payments which followed this
being so uncertain, and in
many cases not given only
some time in the year, I add
interest on bal, down to Jan. 1st 1893,
so as to make annual statements
And give credit for \$30.70 on
account of bill of paints

Mr. Robinett claims an account of this bill \$38.37 which includes 25% for ordering &c, and Tate claims ~~this bill~~ as only worth \$28.60.

Robinett fails to show costs of Paints, but states they cost him \$30.70 hence I give him credit for this sum. I then give him credit with \$3.75 on account of $7\frac{1}{2}$ Bu corn, he claims however 90¢ per Bu, but it is proven that corn was only selling at 50¢ about this time by disinterested witnesses. I then give a credit of \$3.00 for wheat, Robinett claims he furnished 4 Bu at \$1.00 per Bu, but Tate claims he only got 3 Bu and should only be charge 75¢ per Bu, in order to satisfy this small contention I credit 4 Bu at 75¢ per Bu amounting to the \$3.00

We now come to consider a credit for the much talked of oxen. Mr. Robinett asks a credit of \$65.00 for these oxen

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Mr. Tate claims they were not worth over \$45.00 but the proof from various witnesses show they were reasonably worth 50¢, hence your Court, gives credit for this sum, and these are the only credits or payments shown to be made during the year 1893, which when taken off leave a bal. of \$246.23 unpaid - I add interest on this bal. to Jan 1st 1894, and give credit for 50 Bu corn at 35¢ per Bu, because it is clearly shown that corn was selling during this year at the price of 35¢ per Bu. (See Harman Lewis the merchants deposition &c &c) A credit of \$4.50 is then given for 9 Bu Corn at 50¢ per Bu and for the Bill paid & should be by Robinson \$4.97, and these are the only credits which in the opinion of your Court, are clearly set out and proven to have been made, much latitude has been given as to the

particular times of these various payments, under the evidence no, better can be done in that direction, this statement results in showing that on January 1st 1894 a balance of \$234.03 remained unpaid on this Martin's land transaction. This is a much larger sum than Judge Duncan ascertains to be due in a statement filed with his brief, but from an order given by Mr. Robinett to Sate on the 13th Jan'y 1894 to James H. Maness for \$150.00 which order was filed before me by Sate and hereto attached, it is evident that at that time Mr. Robinett considered he owed Sate at least this amount. (\$150.00)

It will be observed that in stating this account I have not given Mr. Robinett credit for \$50.00 the amount of a note he claims to have paid Sate on this land matter on John Lawson. I reject this from

various causes, some of which I will mention, there seems to be some sad mistakes made as to dates of this note, how this comes I am not able to determine. The first notice we have of this note is in Mr. Robinette's answer where he states he pays a note off \$50. on Isom Laurens due March 10th 1887 and in his deposition page 7, he claims the date March 10th 1891.

The note itself a copy of which is filed with Tate's depo, shows it was executed on the 15th day of February 1890 and due 12 months after date, and an endorsement across said note shows it to have been paid Jan'y 25th 1891, a date prior to this land trade but Mr. Robinett positively states that he had the note in his possession at this last mentioned date. Mr. Thomas Mare proves he never heard this note mentioned at time of trade, he being present and a witness to the trade, but he does state he heard the Marens note talked

of between the parties.

Mr. Larsons deposition has been taken and filed in regard to this matter, but gives but little if any light on the subject. And in order to fully submit this matter to the Court, I have made a statement and herewith file marked A.Y. in which I give credit for this note, and charge the horizontal measurement of Martin land $79\frac{1}{2}$ A. fail to charge Wells Judgt, and give credit for \$33.77 bill of paints, the $7\frac{1}{2}$ Bushels at 90¢, \$65.00 for oxen and \$4.00 for wheat, which statement is more favorable to the Defendant and may more clearly meet the decisions of the Court on these differences, and this statement is most respectfully submitted for this purpose.

And now having performed the duties assigned as best I could I beg hence to be dismissed.

J. A. Styatto
Counsel

June 16th 1898.

At the request of A.L. Pride
more Atty for Plff and by
the directions of the Court
I have prepared and file
herewith a statement marked
"O" in which I leave out the
Wells Judgment of \$20.00 and
adopt horizontal measurement
of the Martin land, which
shows a bal of \$174.52 due
late on Martin land as of Jan'y.
1st 1894, and calculate interest
on this bal. to June 1st 1898
resulting in showing the sum
of \$220.76 due from Robineth
to take on this Martin
land on the 1st June 1898

Respectfully submitted
J. A. Hyatt
Counr

I certify that I have been engaged
at least 75 hours, taking depositions,
making statements, investigating the
matters of account, and writing reports
&c &c in this cause. $75 \times 75 = \$56.25$

J. A. Hyatt
Counr

J. M. Tate
vs 3 Comrs
3 Report
Ira P. Robinson

Filed June 2nd 1898
A. B. Munsey Clerk

Comrs fees \$56.25

John M. Tate

vs

Ira P. Robinett.

Your undersigned Court would respectfully report, that after giving bond & after advertising the land in the bill mentioned, ~~has~~ required by the decree for sale & in all particulars conforming thereto, he, at the front door of the court house on the 19th day of Sept. 1898, that being the first day of the County Court offered said land upon the terms & time required by said Decree.

At which sale Ira P. Robinett the defendant herein bid the debt interest cost & commissions for said land which was the best bid offered & accordingly said land was knocked down to him at that bid.

Said Purchaser after some delay & trouble paid down the cash & commissions. The cash your Court paid out to those entitled except a little which he will pay over as soon as the parties are seen, the commissions of sale he retains.

Said purchaser then executed two notes for 111²⁵ each payable in 1 & 2 years respectively bearing interest from date, with J. H. Maness & B. D. Carter

as his sureties. Said notes your
Court deems good, in fact he
is so informed by the Plff herein.
He needs said notes subject to
the Courts orders.

Said sale brought a sufficiency
to meet the requirements of
the Courts orders & the owners
of them is purchaser so he
would recommend the confir-
mation of the sale.

Respectfully

D. P. Sewell - Court

Geo M. Tule

vs. Reford & Co

Ira P. Robinson

filed Oct 27 1898.

A. B. Murray atty.

John M. Tate.

vs
Ira P. Robinett

In Chancery

Statement showing the matters of
account and standing between Plff. and Deft.

1891	Ira P. Robinett To J. M. Tate.	Dr.	
Febry 27 th	For this sum price of Bledsoe land	\$300.00	
Decr.	By Black horse	\$100.00	
Sept. 1892	" Yoke of oxen	100.00	
March 1894	" Barrel Mare	100.00	\$300.00
1891			
Febry. 27 th	To 83 ³ / ₁₀ A. Martin land @ 5¢/pr. A.	\$416.50	
	For improvement (Judgt. not assigned)	20.00	
	Total cost Martin land ---	\$436.50	
"	By Bal F. A. Manass note	\$100.00	
	" " on private acct	13.82	\$113.82
	Bal due on Martin Land.		\$322.68
	Int. to July 3 ^d 1891.		8.45
			\$331.13
1893.	By L. A. Gibson order		25.00
Jan. 1 st	Interest to Jan. 1 st 1893		\$306.13
			27.55
	By Bill of paints	30.70	\$333.68
	" 7 ¹ / ₂ Bu corn 1892	3.75	
	" 4 " wheat @ 75¢	3.00	
	" Yoke of oxen	50.00	87.45
	Interest to Jan. 1 st 1894		\$346.23
			14.77
			\$261.00
1894	By 50 Bu corn @ 35¢	\$17.50	
Jan. 1 st	" 9 Bu corn " 50¢	4.50	
	" Rhoads Bill	4.97	26.97
	Bal due Jan. 1 st 1894		\$234.03

A

Statement

"A."

Adopted by Comr.

J. M. Tate
vs
Ira P. Robinett

In Chey.

1891

Statement showing standing of
parties on business other than
land transactions.

Febry 27th

J. M. Tate To Ira P. Robinett		On
For Bal F. A. Maness note		\$118.00
By bal on cattle (note canceled)	\$123.00	
To this sum Maness note lifted		32.50
" " " Store acct (Tates depo. 54)		9.42
By due Bill (canceled) + Int	7.28	
" Fee Bill. See Robinett agreement (R)	4.07	
" Services in Maness division	10.00	
To Bull No 2		25.00
By credit for same	25.00	
" Cost on Bull acct	1.75	\$184.92
		171.10
Bal due Robinett on these transactions & Co. given therefor on Martin land.		\$13.82

Special
"B."

J. M. Tate
vs
Ira P. Robbueath

3 Du Chequeny June 14th 1898

Corrected Statement so as to meet
the views indicated by the Court

1891 Ira P. Robbueath to J. M. Tate On

Feb 27	From this sum price Blackland	\$300.00	
seen	By Black Horse	\$100.00	
Sept 1892	" Yoke Oxen	100.00	
Mar. 1894	" Sorrel Mare	100.00	300.00

1891	To 79 1/2 Acres Martin land @ 5¢/ft.	\$397.50	
Feb. 27	By Bal. F. A. Manns Note	\$100.00	
"	" on private account	13.82	113.82
	To Bal Feb. 27 th 1891	\$283.68	
	" Interest to July 3 rd 1891	5.95	

1893	By L. A. Gibson order	\$289.63	
Jan 1	To Interest to Jan. 1 st 1893	25.00	
	By Bill of paints	\$254.63	
	" 7 1/2 Bu corn (1892.)	22.91	
	" 4 Bu wheat @ 75	\$30.70	\$277.54

1894	" Yoke of Oxen	3.75	
Jan 1	To Int. on Bal. to Jan. 1 st 1894	3.00	
	By 50 Bu corn @ 35¢	50.00	87.45
	" 9 " " " 50¢	\$190.08	
	By 50 Bu corn @ 35¢	17.50	\$201.49
	" 9 " " " 50¢	4.50	
	By Roads Bill	4.97	26.97
	To Bal due Jan. 1 st 1894	\$174.52	
	To Int. to June 1 st 1898	46.24	
	Bal prin. & Int. June 1 st 1898.	\$220.76	

Int to Sept 19

	3 14
2/	223 91
	111 95

"O"

Article of an agreement made and entered into this day by and between Orr P. Robinson and Geo. M. Tate of the Firm of Robinson Tate & Jarvis said. Orr P. Robinson agrees and binds himself to pay off and satisfy all of the said Firm's indebtedness entered into up to this ^{date} December the 16th 1877 and pay Geo. A. Tate Luiton of five months to Prof. Hopwood, and satisfy a judgment and execution against Geo. M. Tate now in Joseph Clendenen Hands when a credit of \$30.00 is placed thereon, and square all book accounts up to date, and pay Geo. M. Tate the sum of Three hundred dollars in five years from this date and one hundred dollars cash when the said Geo. M. Tate moves from his location and the said Geo. M. Tate agrees to turn over all things belonging to the Firm of Robinson Tate & Jarvis and the land said Tate purchased of the said Orr P. Robinson lower end of the Preston tract, and the Lyre contract now in Lydia Riley's hands. This Dec. the 16th 1877.

Copy.

Orr P. Robinson
John M. Tate

Dr. A. Roberts and
Jno. W. Latt

R

To

Contract-

Ira P. Robnett

In account with J. M. Tate Dr

1891.

Febry	27	To. All the Jos. Blodson land at the contract price of			\$300.00
		br. By 2/11 of said tract for which said Tate had no title.			
			54.45		
Decr		1 Black horse. (before due)	100.00		
1893					
Febmory		1 Yoke of cattle. (when due)	65.00		
June		50 Bushels of corn. (a little after due)	25.00		
1894					
March		1. Sorrel Horse (when due)	110.00		
		Overpaid on this land to square		54.45	
1894					
Mar	1	By amount over paid as above.	\$54.45		
1891.					
Febry	27	Mortin land 79 1/2 acres at \$5.00		\$397.50	
		~~By add the cattle note~~		123.00	
		Total -		\$520.50	
Febry	27	br By H. A. Manno note & Int	238.00		
		" Isham Lawson Note	50.00	288.00	
"		Balance due Febry 27 th 1891		\$252.50	
		Interest on same to May 1 st 1891		2.53	
May	1	br By amt paid Lofth Manno's Note		\$255.03	
		Interest on same to July 3 rd 1891		32.50	
				222.53	
July	3	br By amt paid C. A. Gibson order		2.23	
		Interest August 1 st 1892.		224.76	
1892				25.00	
Aug	1	By Bill of Paint furnished		199.76	
		" 7 1/2 Bu corn 90¢		12.98	
		To Interest to Sept 1 st 1892.		212.74	
Sept	1	By Yoke cattle		38.37	
		" 4 bu wheat June 1892.		174.37	
		Interest to Nov 2 nd 1892.		6.75	
Nov	24	By amt paid W. D. Rhodes (Tate's claim)		167.62	
		Interest to June 1 st 1893.		88	
1893				168.50	
June	1	By corn for Hopkins.		100.00	
1894		Interest on same to March 1 1894		68.50	
March	1	br By amt overpaid on Blodson land		4.00	
		Balance due Tate.		64.50	
				96	
				65.46	
				4.97	
				60.49	
				1.51	
				62.00	
				4.50	
				57.80	
				2.60	
				60.40	
				54.45	
				5.95	

"x y z"

Statement "X.Y."

Ira P. Robinett

1891	To J. M. Tate,	Dr	
Febry 27	For Bledsoe Land	300	00
"	Martin Land 7 1/2 A. @ 50¢ p. acre	397	50
"	Total Land Charges -	\$697	50
	By Black Horses	100	00
"	Yoke Oxen	100	00
"	Saddle Mare	100	00
"	Bal F. A. Mauss note	100	00
"	Isaac Lawson "	50	00
"	Bal private account	13.82	\$463.82
	To Bal due Tate Mr. 1 st 1891.	\$223	68
July 3 rd	" Int to July 3 rd 1891	4	66
	By L. A. Gibson order	\$228	34
1893	To Int to Jan. 1 st 1893	25	00
Jan 1	By Bill of Paints (Oursend)	\$203	34
	" 7 1/2 Bu corn @ 90¢	18	30
	" Yoke Cattle 65¢ (Robinett)	\$221	64
1894	" 4 Bu wheat	33	77
Jan 1	To Int to Jan 1 st 1894	6	75
	By 50 Bu corn @ 50	65	00
	" 9 " " "	4	00
	" Rhoads Bill	4	00
	Bal due Jan 1 st 1894,	109	52
		\$112	12
		6	72
		\$118	84
		25	00
		4	50
		4	97
		34	47
		\$84	37

X 3

This Deed made this the first day of Novem-
ber 1888 by ^{and} between James Bledsoe for
himself, ^{and} Atty. in fact for Andrew J. Bledsoe
Melinda A. Katliff, ^{and John Katliff} Mary Bledsoe, and
Milley Austurn, ^{Elbert Bledsoe} Lucy Bledsoe,
Sarah Bledsoe Austin Bledsoe and
Margaret J. Bledsoe of the first part and
John M. Tate of the second part.

Witnesseth that for and in consideration
of the sum of three hundred and seventy
nine dollars and twenty cents, in hand
paid, the receipt whereof is hereby acknowledged,
it being a debt due Richard Wallen from
Joseph Bledsoe & others for land, the party of
the second part Receipts in full of said debt.
Which is as follows to wit in three notes, One
Executed by Jas. Bledsoe, Joseph Bledsoe, and
Andrew J. Bledsoe, on Jan'y. 21/78 for \$89.00
due 12 ^{mos} after date, second note for same amount
by same parties, to be paid in 1880. The third
and last note, dated same time three years
from date payable in 1881. The party of the
first part James Bledsoe, as for himself, and
the same as Atty. in fact, doth grant, bargain,
sell, and convey, all of the land owned by
Joseph Bledsoe at his death that the said
James Bledsoe falls heir to, and those to whom
he represents, as Atty. in fact, to wit-

Andrew J. Bledsoe Malinda Ann. Kattiff
and Edley Bledsoe
Mary Bledsoe, Melley Austurn & ~~Grace Austurn~~
Susan Bledsoe and Elbin Bledsoe, Sarah Bledsoe
Freulin Bledsoe and Margaret Jane
Bledsoe.

Said to contain about
seventy five acres more or less and for a
more specific description reference is hereby
given to title papers it is bounded generally
thus - East - by Jno. M. Tate, South by C. B. Sumner,
West - by Sucky Carter, and North by Joseph
Willis.

I have and to hold The Same, Subject-
to any Lower, The Widow of The said Joseph
Bledsoe may have; and Subject- to The
claim of any heir who may set-up claim
to said tract of land, otherwise than those who
are here represented in this conveyance, and
if any heir who are not here represented should
claim their part of The said lands, then The
said John M. Tate shall make The said heir or
heirs, pay to him their pro-rata of The said Three
hundred and seventy nine dollars and twenty
cents, which amount The said Joseph Bledsoe
Owed at his death, and is a just debt - against
his Estate, and upon this agreement and
contract - I James Bledsoe for myself and
Atty. in fact - for the above other heirs of
The said Joseph Bledsoe Dec. do covenant and

and agree to and with the said party of the
 Second part, and that I James Bledsoe at the
 time of the Sealing and delivery of these presents is
 lawfully Seized in his own right and the rights
 of Whom he here represents, is lawfully Seized, of a
 good absolute, and indefeasible estate of inheritance
 in fee Simple, of, and in all and singular the
 above granted premises, and has a good right
 full power, and lawful authority to grant, bargain,
 Sell, and convey the same in manner here said,
 and that the said party of the Second part, shall
 and may at all times hereafter, peaceably and
 quietly, have, hold, use, occupy, possess and enjoy
 the above-granted premises, without any let, suit,
 trouble, molestation, eviction or disturbance of the said
 party of the first part, and that the same are
 now free, clear, and unincumbered from any
 claim whatsoever, and the said party of the
 first part will warrant generally the title hereby
 conveyed to the said party of the Second part
 to him and his heirs forever.

In witness whereof the said party has
 hereunto set his Seal for himself, and those
 whom he represents day and date above
 written

1 Sarah Bledsoe	2 James M. Bledsoe	3 Andrew J. Bledsoe
1 Freelin Bledsoe	4 Malindia A. Bledsoe	5 Mrs. Ralliff
2 Margaret Bledsoe	6 Mary Bledsoe	7 Elbert Bledsoe
	8 Millie Osburn	9 Susan Bledsoe
	10 Elbert Bledsoe	

State of Va. } J. W. A. Owens an acting Justice of the
 Lee County } peace in and for said County do certify that
 James Bledsoe, who is personally known to me
 and whose name appears signed to the foregoing
 instrument - came before me in person and
 acknowledged his signature and the signature
 of those other names who he signed to the
 said instrument, having power of Atty. so to
 do. Witness my official signature this
 The 13th day of November 1888

J. W. A. Owens J. J.

Virginia Lee County Court Clerk's Office February 9th 1889

The foregoing Deed bearing date Nov. 8th 1888 between Jas. Bledsoe &
 others of the one part and Jno M. Tate of the other part - all of Lee Co Va was the
 day filed in this office and admitted to record upon the certificate of J. W. A. Owens,

Pete J. R. Gibson Clk

J. P. for Lee County Va.

James Bledsoe & others
 Deed
 Jno M. Tate

Recorded in Deed Book
 No 23 Page 506 & 507
 Jno R. Gibson Clk.

Examined. Feb 23/88

Feb 13/88
 1. 50
 1. 50
 1. 75

2-7-1889

January the 13th 1894

Mr. James H. Maness.

Dear Sir

If you will settle the One hundred & fifty Dollars that we were talking of with J. M. Tate, I will settle the same with W. H. Sloan, and I will send you the obligation that I hold, as soon as the matter is settled with Mr Tate

Ira P. Robinett

7
28
4

Mr. P. Robinson

To

Order
\$160.⁰⁰

J. H. Manass

67.55
306.13
373.68

London & Dave Land Courses
Beginning on two Chestnut-oaks on
North Side of Newmans ridge. Thence S82°
W65 poles to a large Chestnut-(ong) S55½ W88
poles to a Chestnut-oak near a road, S20°
E15 poles to a small Hickory & Dogwood
on Top of Newmans ridge. Thence S77¼ E100 poles
to two Black oaks on a spur on South
Side of Newmans ridge. Thence N31 W60
poles to a planted rock on Top of said ridge.
Thence N87½ W74 poles to Beginning

Dave & London

Mr Charles Culberson pay Joseph
Waleen One bushel of corn on Bull
business and oblige April. The 17th 1894

Yrs. M. Tate
For Wilem Blessee.

Samuel Blessee

Samuel Blessee

Exhibit

Samuel Blessee

We the undersigned having a land
matter and other dealings to settle and
having writings between us, and failing
to agree as to the price of some property
and other things agree and bind
ourselves to submit all and everything
now between us, to the Arbitrament
of ~~James~~ B. Richmond and H. S. L.
Morison and their umpire, and if
Said Arbitrators will come to Harrow
to settle the matter, we will bring our
proof before them, otherwise we will
take our proof by the way of deposition
except as to our own, and the same
can be read, the same as it would be
in Court. The said Arbitrators to
decide all matters of difference according
to the law and testimony, and their
decision shall be final, and the one
failing to stand to said decision
shall pay all costs of the said
proceedings and such damage as
said Arbitrators shall think just
and right to the other. Said Arbitrators
to set their time, and notify
us when they will hear the case in
the near future, say sometime in
the month of Nov. in this year

witness our Signatures and Seals
October the 16th 1896,

Attest-

H. W. Tate

J. P. Robinson
Jno M. Tate

Subsation Between
J. P. Robinson and
Jno M. Tate

" 2 "

L. & M. Pure Paints

Sold in every town in Mass.

Bill of Paints
For Jno. M. Tate

Out-side work

- 9 Gal. body paint-
- 3 " Trimings 1.00
- 10 " Raw oil

Inside work

- 8 Gal. white
- 5 " raw oil
- Colors in oil 1^{lb} can
- 2^{lbs} chromo yellow
- 1 " Lamp black
- 1 " Madder lake
- 1 " Prussian blue
- 2 " Vermillion
- 1 " Japan dryer

Straw Color
for outside

Jason Bryant -
acct -

5.07

Parkins acct -

2.37

March 22/82

Jason owes me 8 Ba Com

Emmit says there is
30000 of lumber by his Asthma
Time you pass \$4.50

L. & M. Pure Paints

Fully covered by guarantee.

Mr. J. A. Robinson

I send you bill
of Paints.

My Painter wants
the Paints used
in the book,

Longman & Martinez
Pure Prepared Paints
Jno M. Sale

20 Gals paint 100	\$ 20.00
15 " oil 58	8.70
Colors	2.00
25 percent added	50.70
	7.67
	58.37

Filed with Robinsons Defo-

Ara E Moser

season 2 days	1.00
1 Bu corn	50
1 plug Tobacco	10
11 H Pork	88
1/2 Bu Potatoes	35-
2 plugs Tobacco	20
Salt & Sacks	30
2 H Coffee	50
1 plug Tobacco	10
1 plug Tobacco	10
1 pr half Sols	20.
Linnemitt	25-
Tobacco	10
1 pr Pants	1.50
Coffee 30¢ Tobacco 20	70-
1 pr half Sols	20
1 Coat	7.00

Paid for stock

Filed with Registers Defto
Feb. 7th 1891

Bought of J. M. Tate
27 head cattle for \$203.00
1 Bull 20.00
\$223.00

Paid J. M. Tate one hundred 100.00
give note for 123.00
Feb 21st 1891

J. M. Tate has one note
on F. A. Maness for \$200.00
due 17th Aug 1889 one note
on Sam Lawson for \$50.
due March 18th 1889
which he is to collect
and let all go on our
land matter but the
\$123.00 note

William Stickels
+ Nehemiah Bloom
Cm. Stickels land
to 240 poles to a white
oak sowerwood + 100 feet
corn to Nehemiah
Bloom.

John D. Taylor

John D. Taylor

1880- Robinett, Tate & Jarvis

Sept 25- To J. A. Hyatt Clerk &c On

To attaching seal & certificate to

Replication as J. A. Hyatt - - - \$1.35-

Oct 8 Do Do Do Do 1.35-

\$2.70

J. A. Hyatt & Co

Paie Mrs. Johnson	75-
Stamp Oct-23 rd	.04
To H. Manns. Stamp	.03
	.82

J. S. Syatt.
 vs $\frac{2}{3}$ \$2.70

Robinet, Latet al

N. Muppie fee. 25-
 Reg. fee. .12
 Paid to Col.
 the 8th.

	18
	.55
all. 2.70	
\$3.25-	
	82
\$4.07	

270
55-
82
\$3.07

\$123-- By the 25th day of December next
I promise to pay John M. Lato one hundred
and twenty three dollars, for value Recd.
of him witness my hand and Seal Feb.
7th 1891 I waive the benefit of my homestead
exemption as to this debt, in trust from date

Attest Thos. Mome
Ara P. Robinson Secy

Archie Robinson
Paul Robinson

Cor This note \$100.00 out of
the F. A. Marcell note
Feb. the 27th 1891.

Blinchport - May 13 1890

Due J. H. Smith - Seven dollars
for value of goods

Credit given
in store
"H."

J. P. Roberts

J. A. Robinson

Note \$7.00

Office Note Subject -
to Slaves Bible Society -
1892

Mr. Ira D. Robinson
pay Mr. Gibson
the sum of five dollars
and I will credit
your note for same
to date.

July 8th 1891

Yrs. M. Sali

Out of the
of the
of the

9 m Feb

order to
Doc Gibson

J. m. Late
 vs ~~3~~ Exhibits
 In P. Robinett
 Robinett

83 3/10
 6-
 4.15-
 1.00
 4.165-0

RETURN TO
 C. T. DUNCAN,
 Attorney at Law,
 JONESVILLE, VA.

1/3 x 1/2

Blesow order
 memo of bill
 paint to

Robinetts

32 50
 19 70
 12 80

42.80
 28.91
 22.9
 22.9
 28.8
 22.9
 00.9
 29.8

80.21
 28.24
 88.45

H. H. Miller

furnisher

Please do not sign your orders
& adjourn until you get letters
from us to night.

Burkitt & Kelly-

PLAINTIFFS

I this day have bought of Mrs. M. San
two parcels of land, namely one called
The Joseph Bledsoe land and from 25 to
60 acres of The Martin land at the
following Prices and terms to wit for the
Bledsoe land I promise to pay three hundred
dollars one, two, & three years time, without
interest and to be paid in good Merchant-
able property at a fair value, due and
payable 1st day of Jan. of each year respect-
fully from this date to be divided in equal
installments, and for the other lands I
bind myself to pay the sum of five dollars
pr. acre Interest from date for I choose to
take West of the top of a leading spur that
runs West of William Johnson running to
the top of said ridge and Strait across to
the south line or with the top west to the
said line just as I may choose, and after
said lands are surveyed I then will execute
notes according to the above stipulations and
will run said lands in a week or two.

I also assign a judgement I hold against Wm
Hills. Given under my hand this the 27th day of
Feb 1891

Attest Thomas Moore

J. P. Robinett

Pair Taxes on land 3 years \$1.77 each
year. Total \$ 3.54

12.9
27.0.20

No of Acres Martin Land

And on the Bledsoe land.

1892 1 Black Horse \$100.00
1893 1 yoke oxen \$100.00
1894 1 Saddle Horse \$100.00

And on the Martin land.

1894 1 yoke oxen \$45.00
" 50 Bushels corn \$17.50

G.R. Feb. The 27th 1891 \$100.00
M. Manus Note.

Wm. P. Robinson
do do
Nov. 26.

Geo. M. Latt

1895- 29.00
May 9th To One hour & fair
for which he sells his cattle & horses
\$25.00 Apr. 25th - 27th 1896.

216
158
58

Exhibit
Contract.

To J. A. G. Hoyt Commissioner &c.
in the Case of myself vs. Ira A. Robins
in chancery in the circuit court of
Lee County Va. In that branch of the
case requiring you as Commissioner
as per decree of court to ascertain the
quantity of land sold by myself to the
Defendant at five dollars pr. acre.
I object and protest against the sur-
vey made by the Defendant this the 27th
day of January 1898. Made in your
presence.

First because it was understood by
custom of the country. That the land sold
to Defendant was to be surveyed and
calculated by surface measurement.
and that the Defendant was to do the
surveying himself. and that some
time after the trade was made said Def-
endant came and survey said lands by
surface measurement establish his
corners, marked his lines, and has
held said lands under said survey
now nearly seven years. and at no
time since has he ever claimed any
other measurement until long after this
suit was brought. Reference is given
to his field notes filed as an exhibit

in this suit in his own handwriting
and to Anderson Morris Deposition.

Second. The said survey as made to
day violates the true intent and me-
aning of the contract, as expressed
and carried out by the said Deft.
in his act of surveying the lands by
surface measurement, after the trade
was made, and that said survey as
made by him, establishing lines between
himself, myself, and others.

Third It would disarrange all bearings
distances and titles called for in
subsequent titles made since his survey
was made, bordering or contiguous to said
survey.

Fourth - It is not now, nor never has
been a custom, among any farmers
who has sold or bought lands, in this
and the adjoining neighborhoods, to make
such surveys, and among the oldest
citizens, if one can be found that ever
knew of such a survey being made
in this vicinity the point will be well
taken.

Fifth Your Honor and Honesty is directed
to all of the Testimony First the Deft.

Second my own. Third A. Mores.
Fourth The division made by deft:
between his boys long after the survey
was made by him, and recognized
by him, owned and occupied since
by his boys now nearly seven years
sixth. Because he recognized the
surface measurement, and since
it was made, has done the most of the
paying of the purchase of said lands
that has been paid.

Respectfully submitted
Geo. W. Talbot

J. M. Tate
vs ³ objections to
³ Horizontal Survey

Ira P. Robinette

Filed before me
January 28th 1898
J. A. S. S. S. S. S.
Court

Manassas Va.

Aug. the 30th 1897

Mr Isa A. Robinson

Robinson Va.

My Dear Sir If you are not
satisfied with the survey already made
of land sold you, come down and
you can make it over. Notify me
some few days before you come so
that I can be at home.

Yours respectfully
Jno. M. Tate

Mailed copy of the above Aug. the
30th 1897. at Manassas Va.

Jno. M. Tate

John M. Tate

vs ² Notice to
Survey
Ira P. Robinson

Filed with me
Oct. 4th 1894.

The Lands sold by the Aff. to Jeff. and described in the pleadings, will be seen - First the Joseph Bledsae land, only such title as was vested then in the Vendor, see deed from the Joseph Bledsae heirs to Tate, Tate's & Thomas Morris Depositions Tate never undertook, nor never agreed to sell the Vendor only such interest and title as was then vested in him.

As to the Martin land at the time ~~the~~ of the sale, then was estimated by the parties of the land lying north of the top of the Ridge from 25 to 60 Acres at \$2.00 pr. acre with an improvement on the same worth \$20.00. William Wells Graymont was to be signed to Vendor by Vendor, see contract & Tate's Deposition, & Probate, and in addition to the 25 to 60 acres said Vendor was to have the privilege to run across to the south line of the Martin survey to Andersons Morris line, and take all the Martin land both on the north & south side of the ridge, west of a Spur see plat, on the East end.

It is clearly shown in contract that the Vendor at the time he ran the land out, some two years after the trade was made had then and there the right, to stop at any place he chose so, as to make not less than 25 Acres or more than 60 Acres of the Martin land, but instead thereof he ran out with his own choosing the survey claimed by Aff. and marked his corners made and established his lines took possession of the whole and has exercised ownership ever since, see Anderson Morris Deposition, Jeff's own field notes of his survey, marked "Landon & Dave".

As to the Measurement either Surface or Horizontal, the strongest Evidence of what was intended by the contracting parties at the time the trade was made, is the very act of the Vendor himself coming on the land surveying it by Surface Measurement, Establishing his corners and marking his lines, settling a disputed line between A. Morris and himself, and never did intimate Horizontal Measurement until long after this suit was brought.

As to the payments of said Lands. First as to the Joseph Bledsae lands, it appears clearly that said land was to be paid for in property at a fair value & Merchandable and the only written evidence is the contract, and upon that contract the Aff. has placed thereon, less as follows.

1892	1 Black Horse	\$100.00
1893	1 York cattle	100.00
1894	1 Sorrel Mare	100.00
		\$300.00

However the sorrel Mare was not the property as was recommended Reference to Tate & Joseph Willis Dep. a court of Equity ought to allow an abatement of the price.

As to the payments of the Martin Land.

First the payment of \$100.00 out of the Manassas note when collected.

One yoke oxen \$45.00

\$100.00
45.00

(over)

Brought over

\$145.00

This payment is clearly set up by the Evidence of the Pff. John Lawson Anderson More, and Thomas Seymour.

The fifty Bushel corn as to the price, is clearly set up by a preponderance of Testimony, to wit: Harmon Lewis the reputed son of the def. Thomas Seymour & others. amounting to \$17.50

\$17.50
4.97

Wholes Act: see file

The Manus note of \$32.50 Subject of leri's as follows.

Parting Manus Estate \$10.00 Tax receipt for \$9.70

= \$19.70 Balance of \$12.80

\$12.80

See receipts and proof (Totes)

7 1/2 Bushels corn at 50¢. 1891.

3.75

By two Bushels wheat to self and one to Hill

2.25

By 9 Bushels corn to Hopkins at 50¢.

4.50

By Store Act. \$9.42 See John Sep. Page 5-9 & 60

9.42

By 8 Bushels wheat to Hill 75¢. Not right

75

The Paint Bill taking the circumstances

\$200.94

connected with this transaction, Robinette failing

to furnish the paints ordered, see order in

Robinette's Exhibits, Robinette ever failing to produce

the Bill when demanded, and still fails

without any excuse, see order and Robinette's

Testimony! The Painter.

28.60

\$229.34

Out of the above amount must be cr.

The \$123.00 of Feb. the 7th 1891.

\$123.00

note of 7.00 May 13th 1890

7.00

J. A. G. Hyatt \$4.07

4.07

Land Tax 1892 & 93. Martin Land

3.54

The Bull Motor of \$1.75 see Sep. Page 84.

1.75

139.36

\$89.98

The Gibson order to add. July 3rd 1891.

25.00

Total.

114.98

Martin Land

\$416.80

Improvement \$20.00

20.00

\$436.80

Cor off.

114.98

See.

\$321.82

Wheat off.

.75

~~320.77~~

\$312.27

John M. Tate
as atty.
for Robinette

Mr. A. Robinson Statement of
Notes & acts up to June 1st. 1896.

One Note.	\$123. Due 25 th Dec 1891. Into from note Dated Feb. The 7 th 1891. Note \$123.00 Interest to June the 1 st 1896.	38.26
One Note	\$7.00. Due May 13 th 1890. Interest till June 1 st 1896	7.00 2.58
One Act.	Act Due 1885 Robinson Tate & Jarvis Interest on act. till June 1 st 1896	4.07 2.61
Taxes On	land for 1892 & 1893. Martin Land. \$35.4 Interest on Same.	.54
	Interest on Bull & Minto.	.50
	Cost to Eben Bledsoe. for waiting) \$1.25 A. H. A.	
Land obligation	87.0.20 at \$5.00 pr acre	435.40
	Interest on same. till June 1 st 96.	139.63
	Bill Wells judgement \$10.00	\$20.00
	Interest	\$6.30
	For services partitioning Manuss Estate \$10.00	\$10.00
	Tax Receipts vs Manuss Estate about \$20.00	<u>\$20.00</u>
		\$876.68

When collected.

This act is subject to Cr. of one Note on F. A. Manuss Due Aug. 17. 1889	20.00
Interest on same. to June 1. 1896	81.50
Notes Oxen. 45.00 Paid 1894.	\$45.00
Interest 2 years.	5.40
	<u>\$331.90</u>

Amount forward

Dr.

\$816.68

Am't.
600.50 Bushels corn at 35¢. ^{331.90} \$17.50

Interest 2 years \$ 2.10

Am't Paid Gibson \$25.00 25.00

Interest - 3 years. ^{\$ 4.50}
\$381.00

Other Manuscript

Rhodes act.

Hopkins corn. etc.

Dr. A. Robinson

Notes

Am't

Statement

524.45-

20.00

19.00

50

143.45-

50

193.

John M. Tate

vs.

In Chancery:-

Ira P. Robinett

To the Honorable W.T. Miller Judge of the Circuit Court of Lee County Va. And John A.G. Hyatt Commissioner.

The object of the bill in this case, is to have specifically executed, the contract for the sale and purchase of two parcels of land, mentioned and described in the pleadings in said cause, and to collect an alleged balance claimed to be due from the Defendant to the Plaintiff.

The lands sold are set out and described in a title bond filed by the defendant with his answer marked "X". And by an inspection of said bond, it will be seen that the Plaintiff sold ALL of a certain tract estimated to contain 75 acres, known as the Joseph Bledsoe land.

The agreement of the plaintiff, is to convey this tract by deed with covenants of special warranty, that is such title as there is, or was, in him. He only had the title of nine of the eleven heirs, and could therefore convey only nine elevenths. His sale is of the entire tract, and being only able to convey nine elevenths, the price of that tract should be abated two elevenths, or \$54.85, that is, for this tract of land, Mr. Robinett should only be charged \$245.45, instead of \$300.00.

The Martin land is and was a sale by the acre, and by the express ~~LEX~~ terms of said contract, Tate sold and Robinett purchased, a boundary of said land, to be afterwards laid off, at the election of said Robinett, said boundary to contain not less than 25 nor more than 60 acres.

It will not be contended for a moment that Mr. Robinett, under this contract had any right to demand more than sixty acres of the Martin tract of land, nor will it be contended that if he had demanded more, that he could have enforced that demand. And for the same reason, Tate could not have compelled him to take and pay for more than 25 acres, had Robinett have lected to take only that amount.

But it is contended that, because the parties, after the date of said contract, met upon the land and surveyed a boundary containing more than 60 acres, that therefore, Tate can compel Robinett to pay for the amount of land contained in said boundary, although in excess of the maximum amount of land embraced by said contract. This contention cannot be main

tained, because all contracts for the sale of land must be in writing.

And while the sale of the boundary to contain as much as sixty acres is in writing, that part of it increasing the amount is verbal and cannot be enforced. Robinett could not compel Tate to convey him said excess, nor can Tate compel him to take and pay for it. Our contention is that Robinett can only be required to pay for so much of said land as he is willing to take, and if that is over 60 acres, only so much as Tate is willing for him to take. And said Robinett only elects to take so much, above the 60 acres, as it shall be found he has already paid for. Now it is admitted that there may be cases of parol sales of land, which courts of Equity will specifically enforce, but they must be specific, the minds of the contracting parties must have fairly met, and there must have been such full or part performance by one of the parties as to render it inequitable not to execute the contract.

But if the court should be of opinion that the circumstances are such that Robinett should pay for all the land embraced in said survey, then the question presents itself, as to how much land is thus embraced.

Two methods are contended for. The plaintiff says the survey must be by surface measurement. The defendant says the survey must be by horizontal measurement. Which is right?

Section 915, of the Code settles the question, as I think. That section among other things, declares that "all surveys ~~shall be~~ whether original or not shall be made by horizontal measurement. This in fact is the only kind of measurement known to the law. Custom cannot alter law. So it follows that, if the defendant shall be held to account for and pay for all the land embraced in said survey, he can only be required to pay for 791/2 acres at \$5.00 per acre, aggregating \$397.50. This embraces the whole charges against the defendant for land, aggregating as follows:

Bledso land	-	-	-	-	-	-	-	-	-	-	-	-	\$245.45
Martin land	-	-	-	-	-	-	-	-	-	-	-	-	<u>397.50</u>
Total	-	-	-	-	-	-	-	-	-	-	-	-	\$642.95

Then the next enquiry is, how much has been paid thereon? The answer to this question, involves some disagreements or contradictions between the parties, and also an adjustment of some private dealings between them disconnected with the land transaction.

As to the payments on the Bledsoe land, the only difference is as to what the payments were made in.

Mr Robinett contends, and rightfully, that he paid for that land as follows:

December 1891, Black horse	-	-	-	p	-	p	-	\$100.00
1893, June, 50 bushels corn	-	\$25.00	February 1893	Oxen	-	-	-	65.00
1894, March One sorrel mare	-	-	-	-	-	-	-	<u>110.00</u>

Deducting from this sum the value of the Bledsoe land) \$300.00

that is \$245.45, leaves a balance of \$54.55 to go as a payment as that also was paid on that land which is not to be applied to far as it will go, as of March 1894, on the Martin land.

Of course there is some dispute as to the value of the Oxen, Tate wants to credit them at \$45.00, Robinett puts them at \$65.00. Which is right?

The evidence proves that the fair value of these Oxen was \$65.00 and that as valued against the price agreed to be paid for the Bledsoe land they were worth fully that sum and more. Now it will be noticed that the contract was to pay for the Bledsoe land in property at a fair price, not at the fair market price. There can be no question as to the price of the sorrel mare. Robinett proves by his son James that he sent to Mr. Tate the sorrel mare, at the price of \$110.00, and no less. James further proves that he delivered his father's message, telling Mr. Tate in plain words that his father said that he would not take less than \$110.00 for her, Tate kept her, this was his right, but in keeping her he must pay the price thus fixed. He can't get out of it by saying "Shaw! I will just pay Ira \$100.00 for her". It takes two to make a bargain. He kept the mare, he kept her at the price fixed by Robinett, he was plainly told by Robinett's agent that \$110.00 was the least price fixed.

This brings us to a consideration of the Martin land. This tract as before stated, if Robinett is compelled to take all in the boundary surveyed by him, contains 72 1/2 acres, which at \$5.00 per acre makes - \$397.50

On this land Robinett has made the following payments: At the date of the trade, the Maness and Isom Lawson notes aggregating - - \$268.00

Less the cattle note of - - - - - 123.00

Leaving a balance ^{to go} ~~due~~ on the Martin land as of the date of

the contract *of* - - - - - \$145.00

The next payment clearly proved is to Lofton Maness' estate 32.50
Order to C.A. Gibson July 3rd 1891 - - - - - 25.00

The next payment is a bill of paints for which Mr. Robinett charges \$38.37. Mr. Tate admits the bill of paints but claims that the charge of \$38.37 is much too large. Mr. Robinett in his deposition states that the paints cost \$30.70 to which as a merchant he has added 25%. He was certainly entitled to some per cent at least enough to have covered his freight, and for this purpose certainly 10% is reasonable which would make the credit \$33.77. *but we contend it should be \$38.37 as* The next item of credit is 7 1/2 bushels of corn at \$.90 per bushel making \$6.75. Mr Robinett testifies that at that time he was selling corn at from \$.90 to \$1.00 per bushel, that that was the market price of it. No person disputes that that was the market price at that time in that neighborhood, and if it was Mr. Robinett is entitled to that price, notwithstanding the fact that Mr. Tate may have been giving a bushel of corn for a day's work, but there is some evidence tending to show that he was charging two day's work for a bushel of corn. The next item is in September 1892, for one yoke of cattle \$100.00, and in the same year 4 bushels of wheat \$4.00. There is no dispute as to the price of cattle, but Mr. Tate claims that the wheat ought to be only \$.75 per bushel. Mr. Robinett proves with reference to the wheat that \$1.00 per bushel was the market price at the time the wheat was gotten. The next item is in 1893, and is for 9 bushels of corn got by Mr. Hopkins at \$.50 per bushel. As to this item there seems to be no disagreement. The next item is an amount paid W.S. Rhodes of \$5.10. Tate claims that this item should be only \$4.97 as of November 24th 1892. It is evident that the only difference as to this item results from interest charged which accumulated after November 24th and before Mr. Robinett paid it, and so we are perfectly willing to take the credit at \$4.97 on November 24th 1892. The only remaining item is \$8.08 store account and as Mr. Robin Tate has the \$7.00 note on Mr. Robinett and as Mr. Tate has indorsed on said note that it was to be settled in goods or words to that effect those two items should be left to be settled in the private personal dealings between them. I have here stated the account between Mr. Robinett and Mr. Tate as I think it should be, and as I think the proof shows it in the event that Mr. Robinett is required to take the whole survey and I file said statement as a part of this brief marked XYZ.

much about also goods for less than 25% out on credit.

This results in showing the small balance of \$5.95 due by Robinett to Tate. It will be noticed that I have carefully calculated interest on the sum due for the Martin land, and that I have not taken into account the store account admitted by Tate to be due him by him to Robinett, leaving that to be settled out of the seven dollar note.

Now I have taken no account of the several items of private dealings between the said Tate and Robinett attempted to be set up by Tate, 1st. The Robinett Tate and Jarvis account paid to Hyatt Clerk, certainly this matter cannot be brought in here, it belongs if at all, to a settlement of the business of that old firm.

2nd. For his services in partitioning the lands of Lofton Maness deceased. If that is due Mr. Tate from anybody, it is due him from the heirs of said decedent. Robinett was only a commissioner appointed by the Court to make said partition and can in no way be held responsible for Tate's services, in partitioning an estate where his children were interested. As to the tax tickets against said Maness estate, why should Tate charge Robinett with these matters? It is not contended that he ever collected them or that he ever could have collected them.

But be these charges good or bad they have no place in this account, they have no connection with it.

Now as to the charge of \$20.00, for the Bill Wells judgement, or the improvement on the Martin land. A glance at the contract between the parties is enough to refute that claim. The contract shows a sale of land at \$5.00 per acre, I have always understood that a sale of land carries all the improvements on it. It is true that there is on said contract a note that Robinett was to assign to Tate a judgement on Wells on the trade, he did not do it, and we are not charging him anything for it, as we would do if it had been assigned.

Clearly this suit ought never to have been brought, but having been brought Tate should pay the costs incurred. Because Robinett has certainly paid for more land, any way you can construe the contract, than he was required to take, and if you require him to take all that is in the surveys such surplus ought not to be used as a means of making him pay the costs incurred in this suit.

I have now glanced hastily at everything involved in the matter of dispute and I commend the further adjustment to the Commissioner and thence to the Court as the *final* *arbiters between the disputants*
C. L. Dineen

J. P. Robinson
advs $\frac{1}{3}$ Brief of Deft.
John M. Tate

Filed before me by
C. F. Duncan Atty.
J. A. Hyatt
Clerk.

I.P.Robinett

ads.

J.M.Tate

Exceptions of I.P.Robinett to ~~h~~ the report and statements A and B filed therewith of Special Commissioner John A.G.Hyatt, file in said cause on the 2ond day of June 1898.

(1). Said report and statement "A" are excepted to because said commissioner charges the Bleadsoe land at \$300.00 and makes no deduction for the two eleventh of said tract for which the said John M.Tate had no title or pretense of title, nor has the commissioner applied the proper ~~credits~~ to the payment for said land. See brief of C.T.Duncan and statement therewith filed before said commissioner.

(2). Because said commissioner charges the said Robinett with ~~83~~ 83.03 acres for the Martin land when he should only charge him with 79 1/2 acres. This error arises from the commissioner charging or accepting suffice measurement instead of the legal mode of measurment. See Sec. 915 of the Code.

(3). Said commissioner charges Mr.Robinett with \$26.00 on account of Bill Well's judgment for improvements, as the commissioner says on the Martin land at the time it was sold. This is direct conflict with the written contract and title bond. In addition to this the proof shows that the Well's judgment whether assigned or not never was at any time worth a single cent. Tate regarded it so worthless that he never called on Robinett for it.

(4). Said special statement "B" is excepted to because the private dealings should not be brought into this settlement.

(5) Said statement "A" is futher excepted to because the commissioner fails to give credit for Isham Lawson note \$50.00 because he should have given credit for the oxen at \$55.00 in place of \$50.00 and the other small items as charged by Robinett account

Statement "XY" is the correct statement or more nearly so than statement "A" and "B" though this statement does Robinett injustice. Your exceptor refers to and adopts in support of these exceptions his brief and statement "XYZ" therewith filed before said commissioner. ~~Said~~

Said report of said commissioner excepted to because in order to support his account he files two papers, one a contract marked "R" and

the other and order for \$150.00 from Ira P. Robinett to J.H. Maness which were never at any time filed or offered as evidence before him, and there is no evidence of the genuineness of either and while said order may be in the hand writing of Mr. Robinett there is nothing in the case to show what it referred to.

Ira P Robinett
ad - 3 of left.
I P Robinett
Filed June 15th 1898
A. J. Munsey clk

The Commonwealth of Virginia,

To the Sheriff of the County of ^{Seeth} ~~Lee~~---Greeting:

We Command you, That you summon

Ira P Robinett

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *3rd* Monday in *February*, 189*7*, to answer a
bill in Chancery, exhibited against *him* in our said court by

John M Tate

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *2nd* day of *February*, 189*7*, and in the
12*th* year of the Commonwealth.

A. B. Munsey Clerk.

John M Tate

SUPRENA.

vs.

IN CHANCERY.

Ira P Robinett

Pridemore & Sewell p. q.

To 2nd Feby Rules.

CIRCUIT COURT.

Executed on Ira P Robinett
by going to his usual place
of abode and not finding
him at home. I delivered
a office copy of the writ
in Spa. in Chy. to
Florence Robinett on the
10th day of Feb. 1877
and Read and Explained
the same to her, she
being a member of the
family and above the
age of 16 years old.

P. C. Young S. for
W. Carter S. Sec

John M. Tate

Bill in Check
Jera P. Robinett

Plffs Costs

Clerk	6.74
Tax	1.50
Shff	1.50
atty	15.00
Comm	56.25 Pl to J. M. T.
Wits	6.68 Pl to J. M. T.
Estimated	5.00
	<u>\$92.67</u>

Defts Costs

Clerk	65-
Wits	842-
	9.80,
Surveyor	4.00
Chamman	75-
Flagman	<u>20.62</u>